

LOCATION:

El Monte City Hall – East
City Council Chambers
11333 Valley Boulevard
El Monte, CA 91731



DATE AND TIME:

Tuesday,
June 2, 2020
2:00 p.m.

SPECIAL MEETING AGENDA

OF THE

CITY COUNCIL OF THE CITY OF EL MONTE

MEETING JOINTLY AND REGULARLY WITH THE EL MONTE HOUSING AUTHORITY; EL MONTE PUBLIC FINANCING AUTHORITY; EL MONTE WATER AUTHORITY; EL MONTE PARKING AUTHORITY; SUCCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY; HOUSING SUCCESSOR AGENCY; AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERSHIP IS COMPOSED EXCLUSIVELY OF THE MEMBERSHIP OF THE CITY COUNCIL

COUNCILMEMBERS/AUTHORITY MEMBERS:

Andre Quintero, Mayor

♦ *Maria Morales, Mayor Pro Tem* ♦ *Jessica Ancona, Councilmember*

♦ *Victoria Martinez Muela, Councilmember* ♦ *Jerry Velasco, Councilmember*

Members of the public wishing to observe the meeting may do so in one of the following ways:

- (1) Turn your TV to Channel 3;
- (2) City's website at <http://www.elmonteca.gov/378/Council-Meeting-Videos>; or
- (3) Call-in Conference (888) 204-5987; Code 8167975.

Members of the public wishing to make public comment may do so via the following ways:

- (1) Call-in Conference Line – comments/questions can be submitted per the instructions at the beginning of the meeting; and
- (2) Email – All interested parties can submit questions/comments in advance to the City Clerk's general email address: cityclerk@elmonteca.gov.

[Instruction regarding accommodation under the Americans with Disabilities Act can be found on the last page of this Agenda.](#)

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1. CALL TO ORDER:

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Andre Quintero, Mayor/Chair
Maria Morales, Mayor Pro Tem/Authority Member
Jessica Ancona, Councilmember/Authority Member
Victoria Martinez Muela, Councilmember/Authority Member
Jerry Velasco, Councilmember/Authority Member

3. APPROVAL OF AGENDA:

4. CLOSED SESSION (2:00 p.m. – 3:00 p.m.):

The City Council and the various Authority Bodies whose membership is composed exclusively of the membership of the City Council (collectively, the “Council”) will attempt to address and complete all Closed Session business between 2:00 p.m. and 3:00 p.m. If the Council completes all Closed Session business prior to 3:00 p.m., the Council will take a short recess and commence all Open Session proceedings promptly at 3:00 p.m. In the event the City Council is unable to address or complete all agendaized Closed Session items by 3:00 p.m., the Council will hear all such remaining items toward the end of the meeting, immediately following Council Communications. Should any member of the public wish to address the Council on any *agendaized* Closed Session matter, the Council shall allow such person to address the Council on such matter prior to going into Closed Session, provided that all persons wishing to address the Council on an agendaized Closed Session matter shall fill out a speaker card and be subject to a speaker’s time limit of 3 minutes per speaker and further provided that the Council shall be under no obligation to respond to or deliberate upon any specific questions or comments posed by a speaker or take action on any issue raised by a speaker beyond such action as the City Council may be lawfully authorized to take on an agendaized Closed Session matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.).

4.1 Closed Session Pursuant to Government Code Section 54956.2(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Facts and Circumstances which May Create Exposure to Litigation – One (1) Matter.

4.2 Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator – Represented Employees:

Bargaining Units Subject to Negotiations: El Monte SEIU Local 721; El Monte Police Mid-Managers Association; El Monte Police Officers Association; Management Group; and El Monte General Mid-Managers Association.

City’s Designated Negotiator: Alma K. Martinez, City Manager and John Nguyen, Human Resources/Risk Management Director



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- 4.3 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e) – Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Matter.**

OPEN SESSION PROCEEDINGS

(Commencing at 6:00 p.m. or as soon thereafter as the City Council reconvene from Closed Session/Short Recess)

5. INVOCATION:

- 6. FLAG SALUTE: Chief of Police, David Reynoso.**

7. RECOGNITIONS, HONORS AND COMMUNITY INTEREST PRESENTATIONS:

8. SPECIAL MEETING PUBLIC COMMENT REGARDING AGENDIZED MATTERS ONLY:

As provided under **Government Code Section 54954.3**, this time has been set aside for persons in the audience to provide comment or make inquiries on matters appearing on this **Special Meeting agenda only**. Although no person is required to provide their name and address as a condition to attending a meeting, persons who wish to address the body are asked to state their name and address. Each speaker will be limited to three (3) continuous minutes. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons. All comments or queries presented by a speaker shall be addressed to the body as a whole and not to any specific member thereof. No questions shall be posed to any member of the body except through the presiding official of the meeting, members of the body are under no obligation to respond to questions posed by speakers but may provide brief clarifying responses to any comment made or questions posed. The body may not engage in any sort of prolonged discussion or deliberation with any speaker or group of speakers on matters that are not listed on this Special Meeting agenda.

Enforcement of Decorum: The Chief of Police of the City of El Monte, or such member, or members of the Police Department as the Chief of Police may designate, shall serve as the Sergeant-at-Arms of the meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. While members of the public are free to level criticism of policies and the action(s) or proposed action(s) of the body or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including, but not limited to, conduct that prevents other members of the public from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings.



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Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting must adhere to policies barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation or age.

9. CITY TREASURER'S REPORT:

10. DEMAND RESOLUTION NO. D-622

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID.

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS: SECTION 1. That the attached list of claims, demands, and payroll totaling \$4,721,444.57 have been examined by the City Treasurer and that warrant numbers 1090712 through 1090922 and the payroll ending May 15, 2020 inclusive are hereby allowed in the amounts and ordered paid out of the respective funds as set forth.

11. APPROVAL OF MINUTES:

12. CONSENT CALENDAR:

All matters listed under the Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that they may be discussed, considered and voted upon individually by the Council. A matter may be removed from the Consent Calendar and taken up separately by way of a seconded motion of any member of the Council with the approval of a majority of the Council quorum.

12.1 Waiver of Full Reading of Ordinance(s).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approval to waive full reading (except title) of all ordinances appearing on the City Council agenda as authorized under Government Code Section 36934, unless otherwise directed by the City Council.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A



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12.2 Approval of Recommendation to Submit an Application to the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Coronavirus Supplemental Funding Program Fiscal Year 2020 Local Solicitation.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

1. Authorize staff to submit a grant application in response to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding (CESF) Program Fiscal Year 2020 Local Solicitation; and
2. Authorize the City Manager, or her designee, to sign all grant related documents as the authorized representative of the City of El Monte.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

12.3 Approval of Recommendation to Use Asset Forfeiture Funds for Overtime Costs to Address Critical Police Investigations.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

1. Consider and approve the use of Asset Forfeiture Funds in an amount not-to-exceed \$125,000 for overtime expenditures related to addressing critical police investigations.

Total Cost: \$125,000

Account No: Asset Forfeiture

Is the cost of this item budgeted? N/A

12.4 Approval of Recommendation to Install Four (4) Dual Electric Vehicle Charging Stations at the El Monte Metrolink Station Project as Complete and File the Notice of Completion with Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

1. Accept the installation of four (4) dual electric vehicle charging stations at the El Monte Metrolink Station project as completed; and
2. File the Notice of Completion with the Los Angeles County Recorder's Office.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A



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12.5 Approval of a Resolution to Accept an Access Easement to an Existing City Storm Drain Pump Station Located on Parcel A of Tract Map No. 73961.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve to adopt a Resolution accepting the Access Easement on Parcel 2 of Tract Map No. 73961 to an existing City storm drain pump station located on Parcel A of Tract Map No. 73961; and
2. Authorize the City Manager or her designee to execute the Certificate of Acceptance in the Easement Deed for Recordation with the Los Angeles County Recorder's Office.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10134

12.6 Approval of Recommendation to Receive and File a Storm Drain Easement and Agreement for a New City Storm Drain Line Installed Across Parcels A, B, and C (APN Nos. 8577-007-021, 8577-007-002, and 8577-007-023) as Required per Project Condition of Approval No. 91 in City Council Resolution No. 9893 for GLC El Monte, LLC – Construction of Two Industrial Buildings Located at 10150 Lower Azusa Road; Instrument No. 20200536784 Recorded May 15, 2020.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file recordation of a Storm Drain Easement and Agreement for a new City storm drain line installed across Parcels A, B, and C (APN Nos. 8577-007-021, 8577-007-022, and 8577-007-023); Instrument No. 20200536784 recorded May 15, 2020.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A



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13. PUBLIC HEARINGS:

- 13.1 A Public Hearing to Consider and Approve an Ordinance that (A) Repeals Prior Urgency Ordinance No. 2974 which Established an El Monte-Specific Moratorium on Residential and Commercial Evictions and (B) Establishes that El Monte Tenants Shall Instead be Covered Under the Recently Updated County of Los Angeles Anti-Eviction Moratorium which now Extends to Incorporated Cities Within Los Angeles County.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive presentation from staff;
3. Pose question to staff;
4. Allow members of the public to offer comment;
5. Pose follow-up questions to staff;
6. Close the public hearing; and
7. Approve the attached Ordinance by a simple majority of the City Council.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Ordinance No. 2977

- 13.2 A Public Hearing to Consider and Approve by 4/5 Vote an Uncodified Urgency Ordinance of the City Council of the City of El Monte, California, Temporarily Suspending Section 8.16.030 of Chapter 8.16 and Section 15.34.040 (B) of Chapter 15.34 of the El Monte Municipal Code Rescinding the Approval of any Applications for Permits Permitting Firework Stands and Prohibiting the Discharge of “Safe and Sane Fireworks” on July 3, 2020 and July 4, 2020.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive presentation from staff;
3. Pose question to staff;
4. Allow members of the public to offer comment;
5. Pose follow-up questions to staff;
6. Close the public hearing; and
7. Adopt by 4/5 vote an uncodified Urgency Ordinance declaring a temporary suspension on the issuance of permits for firework stands for the year 2020 and prohibiting the discharge and use of “safe and sane fireworks” on July 3, 2020 and July 4, 2020.

Ordinance No. 2978



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14. REGULAR AGENDA:

- 14.1 Consideration and Approval of a Professional Services Agreement with Willdan Engineering for Professional Civil Engineering Design Services for the Cedar Avenue, Lower Azusa Road, City Limit Area (Zone 2) Street Improvement Project, CIP No. 029, for a Not-to-Exceed Amount of \$188,000.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement for professional civil engineering design services for the Cedar Avenue, Lower Azusa Road, City Limit Area (Zone 2), CIP No. 029, with Willdan Engineering for an amount of \$171,244;
2. Consider and approve the total appropriation of a not-to-exceed amount of \$188,000 which includes the contract amount of \$171,244 plus approximately ten percent (10%) contingency of \$16,756; and
3. Authorize the City Manager, or her designee, to execute the Professional Services Agreement.

Total Cost: \$188,000

Account No: 212-67-029-8221

Is the cost of this item budgeted? Yes

- 14.2 Consideration and Approval of a Resolution Pursuant to Public Contract Code Sections 20168 and 22050 Declaring that the Public Interest and Necessity Demand the Immediate Expenditure of Public Money to Safeguard Life, Health and Property in Connection with the Emergency Repair of a Water Service Lines on Santa Anita Boulevard Between Laurelhurst Drive and Mildred Street.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. By 4/5 vote approve the attached Resolution:
 - a. Finding that an emergency exists within the meaning of Public Contract Code 1102 in that damage to a water service lines on Santa Anita Boulevard between Laurelhurst Drive and Mildred Street poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health or essential public services;
 - b. Finding that the public interest and necessity demand the immediate expenditure of public money to repair the water service line to safeguard life, health and property;
 - c. Delegating to the Public Works Director under the supervision of the City Manager the authority to order action to repair or replace the water service line and related infrastructure and equipment to fully abate the emergency;
 - d. Directing the Public Works Director and the City Manager to undertake all subsequent reporting to the City Council required under Public Contract Code 22050(c); and



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- e. Authorizing the use of \$84,805 in Bond Proceeds from the El Monte Water Authority Revenue Bonds Series 2018A per budget amendment.

Total Cost: \$84,805

Account No: 600-06-014-8651

Is the cost of this item budgeted? No

Resolution No. 10135

14.3 Consideration and Approval of the El Monte Recovery Plan – Main Street Temporary Modifications.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Authorize the City Manager to approve a no-fee Special Event Permit to DEMBA that includes the City's subsidy of equipment necessary to temporarily close Main Street Avenue between Ramona and Santa Anita a maximum of six (6) months commencing when the appropriate Coronavirus restrictions are lifted by the Los Angeles County Department of Public Health; and
2. Authorize additional Special Event Permits for the use of public and private spaces in and around Main Street in the Downtown Core for up to six (6) months in support of business recovery efforts.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

14.4 Consideration and Approval of a Resolution Creating the El Monte Farmers' Market Steering Committee.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the proposed Resolution creating the El Monte Farmers' Market Steering Committee; and
2. Authorize the City Manager to approve no-fee Special Event Permits proposed by the El Monte Farmers' Market Steering Committee and subsidize efforts needed to maintain the events in Downtown El Monte.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Resolution No. 10136



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15. CITY ATTORNEY'S AGENDA:

16. CITY MANAGER'S AGENDA:

16.1 COVID-19 Update.

17. WRITTEN COMMUNICATIONS:

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Quintero

18A.1 Discussion and Action Regarding Deferral of Council Car Allowance.

18A.2 Discussion Regarding Campaign Financing.

18A.3 Request to Submit Question to the Fair Political Practices Commission (FPPC) and the State Attorney General Regarding the Campaign Finance Practices of the City Council.

18A.4 Discussion Regarding Renaming the El Monte Historical Museum.

18B. Mayor Pro Tem Morales

18B.1 Discussion and Action Regarding the El Monte Union High School District Graduation Flag Program.



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18C. Councilwoman Ancona

18C.1 Discussion Regarding Covid-19 Testing for El Monte Residents.

18C.2 Discussion Regarding Altamed Services to the Community of El Monte.

18D. Councilwoman Martinez Muela

18D.1 Discussion Regarding Active Transportation Event, Similar to City of Los Angeles Street Closures to Support Active Lifestyles. Also, Requesting Staff Update Regarding Bike Lanes and Pending Grant Opportunities.

18D.2 Discussion Regarding Protocol and Transparent Dismissal of Members of Commissions.

18D.3 Discussion Regarding Lack of Transparency and Communication with Council, Commission and our Community.

18E. Councilman Velasco

18E.1 Update Regarding all the Resources Available to the Community During the COVID-19 Pandemic.

18E.2 Update Regarding Census 2020.



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19. ADJOURNMENT:

The next Regular Meeting of the City Council will be held on **June 16, 2020** at 6:00 p.m. This Agenda will be posted on the City's website, www.ci.el-monte.ca.us, and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

All public meetings and events sponsored or conducted by the City of El Monte are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the office of the City Clerk at (626) 580-2016 at least three (3) working days prior to the event, if possible. This Agenda and copies of documents distributed at the meeting are available in alternative formats upon request.

Posted: June 1, 2020 at 2:45 p.m.



Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P							NET PAYROLL 5/1/20 - 5/15/20	1,022,319.34	
P	Payroll Total								1,022,319.34
P	AFLAC	01268	1090715	5/14/2020	APR 2020	4/25/2020	AC#AAX41 INV#443674 APR 2020 INS.- HR/RM	138.26	
P	AFLAC	01268	1090715	5/14/2020	APR 2020	4/25/2020	AC#AAX41 INV#443674 APR 2020 INS.- HR/RM	1,405.76	1,544.02
P	AMERICAN FIDELITY ASSURANCE	12314	1090814	5/21/2020	P/E: 05/15/20	5/21/2020	SEC. 125 DEF FLEX BEN	3,378.92	3,378.92
P	AMERICAN HERITAGE LIFE	10979	1090717	5/14/2020	APR 2020	4/27/2020	CASE #PA 145 APR 2020 ALLSTATE INSURANCE PREMIUM - HR/RM	677.48	677.48
P	CALIF STATE DISBURSEMENT/UNIT	04723	0521202012	5/21/2020	P/E: 05/15/20	5/21/2020		3,854.00	3,854.00
P	CATALYST CORPORATE FEDERAL CU	04610	0521202007	5/21/2020	P/E: 05/15/20	5/21/2020	EL MONTE CREDIT UNION: PAYMENT	52,741.79	52,741.79
P	CITY OF EL MONTE	04622	1090835	5/21/2020	P/E: 05/15/20	5/21/2020	GARNISHMENT FEE/LOAN: PAYMENT	30.33	30.33
P	DEPARTMENT OF TREASURY	04731	0521202004	5/21/2020	P/E: 05/15/20	5/21/2020	FEDERAL TAX: PAYMENT	183,949.96	
P	DEPARTMENT OF TREASURY	04732	0521202005	5/21/2020	P/E: 05/15/20	5/21/2020	MEDICARE TAX: PAYMENT	42,331.40	226,281.36
P	EL MONTE CITY EMPLOYEES CR UN	04613	0521202002	5/21/2020	P/E: 05/15/20	5/21/2020	POLICE CREDIT UNION: PAYMENT	195.00	
P	EL MONTE CITY EMPLOYEES CR UN	06796	0521202011	5/21/2020	P/E: 05/15/20	5/21/2020	CREDIT UNION YARD ACCOUNT: PAYMENT	296.00	491.00
P	EL MONTE POLICE ASSOCIATION	04631	1090847	5/21/2020	P/E: 05/15/20	5/21/2020	ADMINISTRATOR PD DUES: PAYMENT	10,565.60	
P	EL MONTE POLICE ASSOCIATION	04630	1090848	5/21/2020	P/E: 05/15/20	5/21/2020	LONG TERM DISABILITY - POLICE: PAYMENT	1,662.66	12,228.26
P	EMPLOYMENT DEVELOPMENT	04730	0521202003	5/21/2020	P/E: 05/15/20	5/21/2020	STATE WITHHOLDING TAX: PAYMENT	72,199.25	72,199.25
P	EMPLOYMENT DEVELOPMENT DEPT	01987	1090738	5/14/2020	944-0150-2	4/29/2020	UI BENEFIT CHARGE 01/01/20 - 03/31/20	11,731.00	11,731.00
P	FIDELITY SECURITY LIFE	10747	1090741	5/14/2020	MAY 2020	4/22/2020	INV#164319953 MAY 2020 EYEMED VISION - HR/RM	4,586.79	4,586.79
P	FRANCHISE TAX BOARD	04616	1090852	5/21/2020	P/E: 05/15/20	5/21/2020	STATE OF CAL FRAN TAX BOARD: PAYMENT	197.54	197.54
P	KAISER FOUNDATION HEALTH PLAN	12263	1090753	5/14/2020	JUNE 2020	5/12/2020	BILLING UNIT #057504704 JUN 2020 HEALTH INS FOR ACA ELIGIBLE P/	2,257.99	2,257.99
P	LA COUNTY SHERIFF'S DEPT.	08162	1090865	5/21/2020	P/E: 05/15/20	5/21/2020	LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	839.75	839.75
P	NATIONAL DEFERRED	04633	0521202006	5/21/2020	P/E: 05/15/20	5/21/2020	PART TIME DEF. COMPENSATION: PAYMENT	4,611.39	4,611.39
P	NATIONWIDE RETIREMENT SOLUTION	04635	0521202001	5/21/2020	P/E:05/15/20	5/21/2020	457 DEFERRED COMP CITY MANAGER: PAYMENT	60,170.64	
P	NATIONWIDE RETIREMENT SOLUTION	11991	0521202010	5/21/2020	P/E: 05/15/20	5/21/2020	401 (A) EXECUTIVE PLAN: PAYMENT	6,433.79	66,604.43
P	PARS SUPPLEMENTAL RETIREMENT	03734	0521202008	5/21/2020	P/E: 05/15/20	5/21/2020	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	16,889.48	16,889.48
P	PERS LONG TERM CARE PROGRAM	04612	1090880	5/21/2020	P/E: 05/15/20	5/21/2020	LONG TERM CARE-MID MANAGEMENT: PAYMENT	343.92	343.92
P	PUBLIC EMPLOYEES' RETIREMENT	03047	1001564000	5/15/2020	P/E: 04/15/20	4/23/2020	PENSION PLAN (PERS): PAYMENT	325,879.75	325,879.75
P	SEIU LOCAL #721	04628	0521202009	5/21/2020	P/E: 05/15/20	5/21/2020	SEIU DUES, FEES, COPE: PAYMENT	6,492.52	6,492.52
P	STANDARD INSURANCE CO	03563	1090783	5/14/2020	MAY 2020	4/20/2020	POL#00 495885 MAY 2020 MGMT LTD INS - HR/RM	1,184.04	1,184.04
P	THE HARTFORD - PRIORITY	02240	1090788	5/14/2020	MAY 2020	5/13/2020	INV#940800422195 MAY 2020 BASIC LIFE INS POL#OGL221081 - HR/RM	2,172.18	
P	THE HARTFORD - PRIORITY	02241	1090789	5/14/2020	MAY 2020	5/12/2020	INV#053196666353 MAY 2020 SUPP. LIFE INS. - HR/RM	6,103.90	8,276.08
P	UNITED HEALTHCARE INSURANCE	07124	1090797	5/14/2020	MAY 2020	5/12/2020	INV#89879437901 MAY 2020 VISION INSURANCE - HR/RM	121.16	121.16
P	Payroll Vendor Total								823,442.25
O	DONALD COOK CONSTRUCTION INC	13216	1090845	5/21/2020	188506	5/11/2020	REFUND PERMIT #2019-0495 DUPLICATE PAYMENT - PW ENGIN	1,454.00	1,454.00
O	EL MONTE COLLISION CENTER CORP	10436	1090735	5/14/2020	05.13.20	5/13/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
O	PLAYAS DE NAYARIT LLC	07637	1090882	5/21/2020	05.18.20	5/18/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
O	One Time Vendor Total								21,454.00
R	A THRONE CO INC	00310	1090808	5/21/2020	0000637314	5/12/2020	05/23/20 - 06/19/20 FENCE RENTAL FOR 3454 TYLER AVE - ECON DEV	22.00	
R	A THRONE CO INC	00310	1090808	5/21/2020	0000637313	5/12/2020	05/12/20 - 06/08/20 FENCE RENTAL FOR 10819 VALLEY BLVD - ECON I	110.70	132.70
R	A.M. BEST COMPANY, INC.	01220	1090809	5/21/2020	1719148	4/13/2020	ACC#328615600 RENEW 2020 BEST 'S KEY RATING GUIDE - ENGINEERI	199.75	199.75
R	ACCO ENGINEERED SYSTEMS	01212	1090713	5/14/2020	1807147	11/19/2019	TEMP. CHILLER FOR PW MAINT.	11,444.00	11,444.00
R	AELMONTE LP	13209	1090714	5/14/2020	6988-060	4/22/2020	150 QTY BURGERS & BOTTLE WATER - SENIOR SRVCS	1,263.00	1,263.00
R	AIR-EX AIR CONDITIONING, INC.	12991	1090716	5/14/2020	SD1459	4/28/2020	REPAIRS TO REMOVE AIR DUCT FOR PW MAINT.	5,982.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	AIR-EX AIR CONDITIONING, INC.	12991	1090716	5/14/2020	SD1450	4/28/2020	REPAIRS TO IT ROOM SYSTEMS INSTALL NEW UNIT	18,732.00	
R	AIR-EX AIR CONDITIONING, INC.	12991	1090810	5/21/2020	SD1354	2/26/2020	TEST THERMOSTAT IN COMPUTER ROOM OF WATER DIVISION - PWMI	210.00	
R	AIR-EX AIR CONDITIONING, INC.	12991	1090810	5/21/2020	SD1364	2/26/2020	CHANGE FILTERS ON ROOFTOP UNITS FOR CITY HALL - PWMD	495.47	
R	AIR-EX AIR CONDITIONING, INC.	12991	1090810	5/21/2020	SD1355	2/26/2020	TEST & RESET HEATER IN PD JAIL - PWMD	105.00	
R	AIR-EX AIR CONDITIONING, INC.	12991	1090810	5/21/2020	SD1442	3/31/2020	CLEAN FILTER & CHECK CONDENSATION PUMP FOR PD EVIDENCE ROC	280.00	
R	AIR-EX AIR CONDITIONING, INC.	12991	1090810	5/21/2020	SD1363	2/26/2020	CHANGE FILTERS ON ROOFTOP UNITS FOR PD - PWMD	540.82	
R	AIR-EX AIR CONDITIONING, INC.	12991	1090810	5/21/2020	SD1368	2/26/2020	CLEAN FILTER & SET THERMOSTAT FOR IT ROOM - PWMD	135.00	26,480.29
R	ALLIANCE GROUP PROTECTION SVCS	13214	1090811	5/21/2020	4205	5/11/2020	SERVICES MAY 11-17, 2020 FOR PARKS/REC.	3,696.00	
R	ALLIANCE GROUP PROTECTION SVCS	13214	1090811	5/21/2020	4204	4/28/2020	SERVICES MAY 4-10, 2020 - PARKS/REC DIV.	3,696.00	7,392.00
R	ALTA PLANNING + DESIGN	11184	1090812	5/21/2020	00-2020-027-1	4/13/2020	SVCS THRU 03/28/20 EL MONTE CA BEAUTIFICATION IMPROVEMENTS	7,276.25	7,276.25
R	AMDG AVIATION, INC.	06948	1090813	5/21/2020	20676B	5/1/2020	MAY 2020 HANGER RENTAL FEE / APR 2020 HANGER SCE ELECTRIC - PI	2,008.84	2,008.84
R	AMERICAS BEST VALUE INN &	07015	1090718	5/14/2020	05.13.20	5/13/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	ANDERSON PENNA PARTNERS, INC.	12459	1090815	5/21/2020	8064	2/5/2020	PROF SVCS FOR CIP NO.831 THRU 01.25.20 SRTS CYCLE 10, MTN RD -EI	4,590.00	
R	ANDERSON PENNA PARTNERS, INC.	12459	1090815	5/21/2020	8011	1/8/2020	PROF SVCS FOR CIP NO.831 THRU 12.28.19 SRTS CYCLE 10, MTN RD -EI	14,647.75	19,237.75
R	ARBOR PALMS HOA	13225	1090816	5/21/2020	04.20.20	4/20/2020	3 REMOTE DEVICES FOR AUTOMATIC GATES TO ACCESS SEWER LIFT ST	120.00	120.00
R	ARC DOCUMENT SOLUTIONS, LLC.	13205	1090719	5/14/2020	10622669	4/30/2020	AQUATICS CTR & PW YARD DOC SCAN FOR ENGINEERING DIV.	1,427.00	
R	ARC DOCUMENT SOLUTIONS, LLC.	13205	1090719	5/14/2020	10566672	3/2/2020	CIP 820 FLETCHER DOG PARK FLIERS - ENGINEERING DIV.	258.34	1,685.34
R	ART'S BURGERS INC.	01379	1090720	5/14/2020	05.13.20	5/13/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	AT & T	01391	1090721	5/14/2020	414154-02/20	2/1/2020	AC#337 841-4154 (02/01/20 - 02/29/20) - PD	173.33	
R	AT & T	01391	1090721	5/14/2020	414154-05/20	5/1/2020	AC#337 841-4154 (05/01/20 - 05/31/20) - PD	175.07	
R	AT & T	01394	1090722	5/14/2020	9391036375-04/20	4/13/2020	BILL PAYER (BAN) 9391036375 INV#14611361 CYPRESS STATION PHON	83.37	
R	AT & T	04438	1090723	5/14/2020	3117580803	5/1/2020	ACCT#8002-950-2269 FOR MAY 2020 PD	473.26	
R	AT & T	01391	1090817	5/21/2020	495349-05/20	5/1/2020	AC#626 449-5349 (05/01/20 - 05/31/20) - PD	64.17	
R	AT & T	01391	1090818	5/21/2020	266372-05/20	5/1/2020	AC#250 626-6372 (05/01/20 - 05/31/20) - PD	30.12	
R	AT & T	01394	1090819	5/21/2020	9391063195-05/20	5/1/2020	BILL PAYER (BAN) 9391063195 INV#14677241 (VOIP)	507.22	
R	AT & T	01394	1090820	5/21/2020	9391026239-04/20	4/13/2020	BILL PAYER (BAN) 9391026239 INV#14609636 - PW	126.44	
R	AT & T	01394	1090821	5/21/2020	9391026243-05/20	5/13/2020	BILL PAYER (BAN) 9391026243 INV#14751979	2,887.31	
R	AT & T	01394	1090822	5/21/2020	9391050185-05/20	5/13/2020	BILL PAYER (BAN) 9391050185 INV#14751653	494.05	
R	AT & T	01395	1090823	5/21/2020	9391061462-05/20	5/10/2020	BILL PAYER (BAN) 9391061462 INV#14724072 - CITYWIDE	502.02	
R	AT & T	10320	1090824	5/21/2020	0722284502	4/29/2020	ACCT#831-000-5327 119 PD & CITY INTERNET SRVCS	3,115.20	8,631.56
R	AUTOSQUARE COLLISION	01407	1090724	5/14/2020	BOBCFD95	2/11/2020	REPAIRS TO PD VEH UNIT #311	3,088.50	
R	AUTOSQUARE COLLISION	01407	1090724	5/14/2020	19982EBB	2/11/2020	REPAIRS TO PD VEH UNIT #416	132.00	3,220.50
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6094	5/1/2020	APR 2020 HUD PROGRAM & FUNDING COMPLIANCE PROF SVCS - HOU	5,511.25	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6071	4/1/2020	MAR 2020 MEASURE R FOR ENG.	1,420.00	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6077	3/1/2020	FEB 2020 - TDA FOR ENG.	285.00	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6072	3/1/2020	FEB 2020 MEASURE R - ENG.	5,152.50	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	5927	2/3/2020	JAN 2020 INFILL INFRASTRUCTURE GRANT APPLICATION FOR ENG.	2,550.00	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6075	4/1/2020	MAR 2020 MEASURE M - ENG.	1,068.75	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6074	3/1/2020	FEB 2020 MEASURE M - ENG.	192.50	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6073	4/24/2020	MAR 2020 MEASURE R - ENG.	6,310.00	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6070	3/1/2020	FEB 2020 MEASURE R - ENG.	3,410.00	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	5980	2/26/2020	FEB 2020 YOUTH & VET JOB TRAINING GRANT APPLICATIONS - ENGINE	1,912.50	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6076	4/24/2020	MAR 2020 MEASURE M - ENG.	332.50	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	5982	3/4/2020	FEB- MAR 2020 INFILL INFRASTRUCTURE GRANT APPLICATION - ENG.	3,825.00	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	5981	2/26/2020	FEB 2020 RECREATION ACCESS GRANT APPLICATION - ENGINEERING	2,477.75	
R	AVANT-GARDE INC	11139	1090825	5/21/2020	6078 (2)	4/1/2020	MAR 2020 TDA FOR ENG.	832.50	

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R	AVANT-GARDE INC	11139	1090825	5/21/2020	6078	4/1/2020	MAR 2020 PROP C - ENG.	110.00	35,390.25
R	AVENU MUNISERVICES	02771	1090826	5/21/2020	INV06-008424	3/31/2020	JAN-MAR 2020 UTILITY USER TAX - FIXED FEE - FINANCE DIV.	7,789.99	7,789.99
R	AVFUEL CORPORATION	06458	1090827	5/21/2020	0505201622	5/5/2020	AC#ELMON (04/29/20 - 05/05/20 PD AVIATION FUEL)	1,098.95	1,098.95
R	BATEMAN COMMUNITY LIVING LLC	12350	1090828	5/21/2020	INV4650002027A	5/1/2020	EXEMPT MEALS - UNDER 60 HIGH RISK RESIDENTS FROZEN MEALS - P	867.64	867.64
R	BNUTRITIOUS LLC.	13199	1090725	5/14/2020	05.13.20	5/13/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	C.B.M. TOWING INC	13226	1090829	5/21/2020	05.18.20	5/18/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	CALIF TRANSIT SYSTEMS JOINT	11016	1090830	5/21/2020	99-2020-APR	5/1/2020	APR 2020 CALTIP DEDUCTIBLE - HR/RM	2,133.24	2,133.24
R	CALIFORNIA BLENDING	13183	1090831	5/21/2020	920397	5/12/2020	HAND SANITIZER FOR PD	1,500.00	1,500.00
R	CALIFORNIA DESIGNS	01591	1090726	5/14/2020	7798	4/27/2020	UNIFORM JACKETS FOR PARKS/REC DIV.	2,319.00	2,319.00
R	CANNON CORPORATION	13192	1090727	5/14/2020	71516-R1	2/12/2020	CIVIL PLAN CHECKS & SURVEYS - 3900 ARDEN DR WO NO. 052 - ENGIN	1,172.50	
R	CANNON CORPORATION	13192	1090727	5/14/2020	71757-R1	3/9/2020	CIVIL PLAN CHECKS & SURVEYS - 3900 ARDEN DR WO NO. 052 - ENGIN	6,478.75	7,651.25
R	CDW GOVERNMENT INC	01541	1090728	5/14/2020	wss1547	2/7/2020	ADO ACRO PRO CD F/ENT L9 12M FOR CMO	136.42	
R	CDW GOVERNMENT INC	01541	1090832	5/21/2020	XP3783	4/16/2020	ADO GOV ACROBAT PRO 2017 L2 FOR LAUREEN SERVIN - P&R	336.34	472.76
R	CHA CAFE FUSION INC	08083	1090833	5/21/2020	05.18.20	5/18/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	CHAMANGO ICE CREAM	13202	1090729	5/14/2020	05.13.20	5/13/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4048054519	4/15/2020	CITY UNIFORM SVCS FOR PW	68.10	
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4048054597	4/15/2020	CITY UNIFORM SVCS FOR PW	23.71	
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4047509737	4/8/2020	CITY UNIFORM SVCS FOR PW	180.45	
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4047509782	4/8/2020	CITY UNIFORM SVCS FOR PW	23.71	
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4047509995	4/8/2020	CITY UNIFORM SVCS FOR PW	247.08	
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4048054512	4/15/2020	CITY UNIFORM SVCS FOR PW	54.43	
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4048054389	4/15/2020	CITY UNIFORM SVCS FOR PW	12.50	
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4047509658	4/8/2020	CITY UNIFORM SVCS FOR PW	12.50	
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4048055030	4/15/2020	CITY UNIFORM SVCS FOR PW	264.41	
R	CINTAS CORPORATION	12094	1090730	5/14/2020	4047509703	4/8/2020	CITY UNIFORM SVCS FOR PW	54.43	
R	CINTAS CORPORATION	09294	1090834	5/21/2020	5014463489	8/30/2019	FIRST AID SUPPLIES FOR PD	1,800.77	
R	CINTAS CORPORATION	09294	1090834	5/21/2020	5015542653	12/20/2019	FIRST AID SUPPLIES FOR PD	1,343.19	
R	CINTAS CORPORATION	09294	1090834	5/21/2020	5015747081	1/24/2020	FIRST AID SUPPLIES FOR PD	1,399.08	5,484.36
R	CITY OF EL MONTE - WORKERS	01238	0518202001	5/13/2020	MAY 2020	5/12/2020	MAY 2020 BOOK TRANSFER TO PREFUND THE WORKERS' COMP ACCT	69,067.61	
R	CITY OF EL MONTE - WORKERS	01238	0520202001	5/20/2020	APR 2020	5/18/2020	APR 2020 BOOK TRANSFER TO REPLENISH THE WORKERS' COMP FUNG	111,668.45	180,736.06
R	CITY OF EL MONTE RISK	01236	0520202002	5/20/2020	APR 2020	5/18/2020	APR 2020 BOOK TRANSFER TO REPLENISH THE RISK MANAGEMENT FU	110,551.97	110,551.97
R	CLASSIC CUSTOM TINT	01709	1090836	5/21/2020	22651	4/23/2020	SERVICES FOR PD VEH.	100.00	100.00
R	COMCATE SOFTWARE INC.	08675	1090837	5/21/2020	7264	5/1/2020	1ST OF 4 PYMTS 7/1/20 - 6/30/21 RENEW LICENSE FEE - NEIGHBORHO	3,364.23	3,364.23
R	CORELOGIC SOLUTIONS LLC	06892	1090838	5/21/2020	82020535	4/30/2020	APR 2020 GEOGRAPHIC PACKAGE - REALQUEST - NEIGHBORHOOD SVC	175.00	175.00
R	CUMMINS-ALLISON CORP	01788	1090839	5/21/2020	5994555	4/29/2020	PLASTIC BAGS FOR PD	318.00	318.00
R	DAVID TAUSSIG & ASSOCIATES INC	08787	1090731	5/14/2020	2003246	3/12/2019	PROJ. EL MONTE/GATEWAY FIA FOR ECON DEV.	16,639.75	16,639.75
R	DB ELECTRONICS LLC	12264	1090840	5/21/2020	1100	3/1/2020	REPAIRS TO PD VEHICLES	11,496.88	11,496.88
R	DELL MARKETING LP C/O DELL USA	01832	1090841	5/21/2020	10352210639	11/13/2019	DELL LATITUDE 3500 CTO LAPTOP FOR CMO CONF ROOM	1,101.17	1,101.17
R	DEPARTMENT OF JUSTICE	01841	1090842	5/21/2020	448900	5/5/2020	APR 2020 FINGERPRINT APPS FOR HR	32.00	32.00
R	DF POLYGRAPH	01796	1090732	5/14/2020	2020/5	4/23/2020	POLYGRAPH EXAMS FOR HR	175.00	175.00
R	DOCTOR AUTO GLASS	01868	1090844	5/21/2020	89141	4/30/2020	WINDSHIELD GLASS FOR UNIT #301 FOR PD	268.20	268.20
R	DUNN-EDWARDS CORP	04008	1090733	5/14/2020	2137344394	4/17/2020	BRUSHES, CANVAS DROP FOR PW MAINT.	110.42	
R	DUNN-EDWARDS CORP	04008	1090733	5/14/2020	2137344426	4/18/2020	PAINT AND BRUSHES FOR PW MAINT.	68.15	
R	DUNN-EDWARDS CORP	04008	1090846	5/21/2020	2137344785	4/24/2020	SUPREMA BASE PAINT FOR P&R	126.06	304.63
R	EBS GENERAL ENGINEERING INC.	13176	1090734	5/14/2020	54917	3/31/2020	CIP 002- SW IMPROVEMENTS FOR RAMONA/DURFEE AVE - ENGINEERI	148,625.50	148,625.50
R	EL PESCADOR BAR & GRILL	13189	1090736	5/14/2020	190	4/13/2020	LUNCH ENTREES FOR PARKS/REC DIV.	10,000.00	10,000.00

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	ELKIN JR	03321	1090737	5/14/2020	DEC '15 - JUN '16	6/9/2016	REPLACE CK #1059285 DEC 2015 - JUN 2016 RETIREE SUBSIDY (ADJUST	565.24	565.24
R	EMERGENCY PET CLINIC	01981	1090849	5/21/2020	110079	4/23/2020	4/23/20 EXAM / EUTH - ANIMAL CONTROL	50.00	50.00
R	EMPIRE CLEANING SUPPLY	01984	1090850	5/21/2020	1159753	2/19/2020	MOP HEAD, MOP HANDLE, BUCKET, WRINGER, SAZOR SAFETY, BLADES	343.89	343.89
R	EVOQUA WATER TECHNOLOGIES LLC	11519	1090739	5/14/2020	904405834	3/31/2020	DRINKING WATER TREATMENT SUPPLIES - WATER DEPT PW	35,631.90	35,631.90
R	FEDEX	02029	1090740	5/14/2020	7-000-66461	5/1/2020	COURIER SVCS FOR ENGINEERING DIV.	29.43	29.43
R	FRANKCO FINE UPHOLSTERY	04927	1090853	5/21/2020	18666	4/27/2020	REPLACE BACK REST ON BUCKET SEAT - PD UNIT #416	145.00	
R	FRANKCO FINE UPHOLSTERY	04927	1090853	5/21/2020	18649	4/21/2020	RECOVER SUV SEAT FOR PD VEH UNIT #431	336.27	481.27
R	FRONTIER	10610	1090742	5/14/2020	2091513234-04/20	4/22/2020	AC#209-151-3234-032798-5 (04/22/20 - 05/21/20)-PD	139.88	
R	FRONTIER	10610	1090854	5/21/2020	2091510457-04/20	4/19/2020	AC#209-151-0457-021898-5 (04/19/20 - 05/18/20)-PD	139.88	279.76
R	GAMBER-JOHNSON LLC	12458	1090855	5/21/2020	342867	5/5/2020	DOCK REPAIR FOR PD	131.45	131.45
R	GRANICUS INC	02185	1090856	5/21/2020	124287	3/16/2020	ENCODING APPLIANCE HARDWARE, PROF. ACCELERATOR FOR CITY CLI	9,897.51	9,897.51
R	GREENFIELDS OUTDOOR FITNESS	10880	1090744	5/14/2020	5746	4/29/2020	LAMBERT PARK PHASE I - OUTDOOR FITNESS EQUIPMENT	47,312.78	47,312.78
R	GREER	03231	1090745	5/14/2020	SUBSDY 4Q 16	10/6/2016	REPLACE CK #1061695 INS PREMIUM & RETIREE CONTRIBUTION	396.69	396.69
R	GUYETT GEOMATICS INC (GGI)	11105	1090857	5/21/2020	2061	4/14/2020	LOT LINE ADJUSTMENT / 10200 ASHER ST - ENG.	835.20	
R	GUYETT GEOMATICS INC (GGI)	11105	1090857	5/21/2020	2054	3/12/2020	LOT LINE ADJUSTMENT / 10200 ASHER STREET - ENG.	991.80	1,827.00
R	HANS BODY SHOP	10042	1090746	5/14/2020	F325127	4/29/2020	UNIT 247 REPAIRS TO PD VEH.	6,972.83	6,972.83
R	HDL COREN & CONE	02217	1090747	5/14/2020	0028010-IN	4/23/2020	APR - JUNE 2020 CONTRACT SVCS PROP TAX	4,081.25	4,081.25
R	HERNANDEZ	13206	1090858	5/21/2020	05.18.20	5/18/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	HUNTINGTON HARDWARE CO., INC.	09126	1090748	5/14/2020	1112587-01	4/2/2020	SUPPLIES FOR PW MAINT.	90.54	
R	HUNTINGTON HARDWARE CO., INC.	09126	1090748	5/14/2020	1094306-01	3/30/2020	SUPPLIES FOR PW MAINT.	340.04	430.58
R	INFOSEND, INC.	12193	1090860	5/21/2020	172144	5/11/2020	APR 2020 EBPP MONTHLY MAINT., ENROLLED CUSTOMER FEE - WATER	546.85	
R	INFOSEND, INC.	12193	1090860	5/21/2020	171085	4/30/2020	4/2/20 DATA PROCESSING / QC / MAIL PREP SERVICE - WATER DEPT.	2,061.68	2,608.53
R	INT'L BRONZE PLAQUE CO., INC.	13173	1090749	5/14/2020	32133	2/6/2020	GIBSON MARIPOSA SKATE PARK - PARKS/REC DIV.	2,019.00	2,019.00
R	INTERWEST CONSULTING GROUP INC	02371	1090861	5/21/2020	59620	5/14/2020	APR 2020 BUILDING SERVICES (PLAN CHECK, PERMITS) - BLDG DEPT.	20,454.69	20,454.69
R	INX BUILDING MAINTENANCE	11700	1090750	5/14/2020	955154	3/19/2020	MAR 2020 JAIL DEEP CLEANING SWEEP AND MOP CLEAN SHOWERS/FF	400.00	
R	INX BUILDING MAINTENANCE	11700	1090750	5/14/2020	955504	3/31/2020	MAR 2020 ADD'L HRS TO DISINFECT ALL COMMUNAL/PUBLIC AREAS	2,340.00	
R	INX BUILDING MAINTENANCE	11700	1090750	5/14/2020	955357	4/1/2020	APR 2020 JANITORIAL SVCS FOR CITY HALL	4,709.19	
R	INX BUILDING MAINTENANCE	11700	1090750	5/14/2020	955359	4/1/2020	APR 2020 JANITORIAL SVCS FOR PW	2,839.01	10,288.20
R	IRWINDALE INDUSTRIAL CLINIC	02377	1090751	5/14/2020	2146-968197	4/30/2020	EXAMS PER HR	2,290.00	2,290.00
R	JTB SUPPLY COMPANY INC	02390	1090752	5/14/2020	107174	4/7/2020	LED ITE LIGHTS FOR PW MAINT.	1,206.10	1,206.10
R	KEYSTONE UNIFORM DEPOT DBA	02436	1090862	5/21/2020	067396	3/9/2020	PANTS, SHIRTS, JACKET, NAME PLATE, BELT, BOOTS FOR PD	738.18	
R	KEYSTONE UNIFORM DEPOT DBA	02436	1090862	5/21/2020	066946	8/30/2019	SHIRTS, LABOR SHORTEN SLEEVES, PANTS ADD GUSSET FOR PD	107.93	
R	KEYSTONE UNIFORM DEPOT DBA	02436	1090862	5/21/2020	067429	5/15/2020	SHIRTS, PANTS, JACKET, BOOTS, BELT, NAME PLATE, TIE, HAND CUFF F	1,271.24	
R	KEYSTONE UNIFORM DEPOT DBA	02436	1090862	5/21/2020	067072	10/15/2019	PANTS, MATERNITY PANEL FOR PD	280.97	
R	KEYSTONE UNIFORM DEPOT DBA	02436	1090862	5/21/2020	067457	5/5/2020	SWEATER FOR PD	55.07	
R	KEYSTONE UNIFORM DEPOT DBA	02436	1090862	5/21/2020	066910	8/27/2019	PANTS, SHIRTS, BELT, TIE JACKET, NAME PLATE FOR PD	391.00	
R	KEYSTONE UNIFORM DEPOT DBA	02436	1090862	5/21/2020	067223	12/31/2019	SWEATER FOR PD	58.38	
R	KEYSTONE UNIFORM DEPOT DBA	02436	1090862	5/21/2020	067125	11/8/2019	BELT, BOOT, JACKET, SHIRT STAYS FOR PD	694.30	
R	KEYSTONE UNIFORM DEPOT DBA	02436	1090862	5/21/2020	066945	8/9/2019	PANTS, TAPER LEGS FOR PD	60.58	3,657.65
R	KOFF & ASSOCIATES	12225	1090863	5/21/2020	6076	4/2/2020	CLASSIFICATION STUDY - FINAL UPDATES / CLOSE-OUTS - HR/RM	139.00	139.00
R	L.A. COUNTY METROPOLITAN	05325	1090864	5/21/2020	105620	4/1/2020	MAR 2020 MTA TAP BUS PASSES - TRANSP.	886.00	
R	L.A. COUNTY METROPOLITAN	05325	1090864	5/21/2020	105577	4/9/2020	02/15/20 - 03/14/20 MTA TAP BUS PASSES (EZ PASSES) - TRANSP.	588.00	1,474.00
R	LAE ASSOCIATES, INC.	11943	1090866	5/21/2020	20-365	5/4/2020	04/01/20 -04/30/20 SLURRY SEAL & PAVEMENT RESURFACING PRJ CIF	16,518.75	
R	LAE ASSOCIATES, INC.	11943	1090866	5/21/2020	20-370	5/4/2020	04/01/20 -04/30/20 SLURRY SEAL & PAVEMENT RESURFACING PRJ CIF	18,178.75	34,697.50
R	LIGHT BULB CITY / LBC LIGHTING	07343	1090754	5/14/2020	321052	4/1/2020	TRIPLE SQ. VERT. TENNON POLE SLIPS FOR PW YARD.	5,104.18	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1090867	5/21/2020	320441	3/13/2020	SQUARE FLUSH MOUNT 11-IN SQ 120V BN - PWMD	65.95	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	LIGHT BULB CITY / LBC LIGHTING	07343	1090867	5/21/2020	317904	1/14/2020	MH400/ED28/U/4K HYGRADE - PWMD	52.64	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1090867	5/21/2020	320771	3/20/2020	60W/LED/HID/MB/500K/100-277 - PWMD	1,923.63	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1090867	5/21/2020	317057 CR MEMO	12/20/2019	RETURNED MERCHANDISE - PWMD	(540.10)	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1090867	5/21/2020	320267	3/10/2020	F17T8/841/ENV - PWMD	55.00	6,661.30
R	LOCAL GOVERNMENT PUBLICATIONS	02540	1090868	5/21/2020	20-131	3/20/2020	LONGTIN'S CALIF. LAND USE 2D, 2020 UPDATE - CTY ATTY	143.56	143.56
R	LOPEZ CONCRETE PUMPING INC	02555	1090755	5/14/2020	21807	4/2/2020	CONCRETE PUMP FOR PW MAINT.	395.00	395.00
R	LOS ANGELES COUNTY FIRE	02570	1090869	5/21/2020	C0009440	5/2/2020	JUN 2020 FIRE PROTECTION SERVICE	1,234,818.00	1,234,818.00
R	LOS ANGELES COUNTY RECORDER	08866	1090870	5/21/2020	CIP NO. 894	4/29/2020	CEQA FILING FEE - PRJ: FEDERAL DRIVE - PW ENGIN	75.00	75.00
R	LOS ANGELES COUNTY SHERIFF'S	02580	1090871	5/21/2020	203475BL	5/7/2020	APR 2020 INMATE MEAL SVCS - PD	816.74	816.74
R	MACHLIS	05256	1090756	5/14/2020	SUBSDY 2Q 17	4/6/2017	REPLACE CK #1065221 INS PREMIUM	517.44	517.44
R	MCA DIRECT	13207	1090758	5/14/2020	2020044	3/3/2020	FILLER 14X8.5 LEGAL 24# INDENT FOR CITY CLERKS OFFICE.	408.76	408.76
R	MCCLUNG JR	03313	1090873	5/21/2020	MAY 2020	5/18/2020	MAY 2020 MEDICARE REIMBURSEMENT	1,328.00	1,328.00
R	METROPOLITAN LIFE INSURANCE	12956	1090759	5/14/2020	MAY 2020	5/7/2020	ACCT #KM05965542 MAY 2020 DENTAL INSURANCE PREMIUM	27,359.99	27,359.99
R	MOORE IACOFANO GOLTSMAN INC	02740	1090874	5/21/2020	0063589	3/30/2020	FEB 2020 LAMBERT PARK PHASE II - P&R	12,143.07	12,143.07
R	MOY	07049	1090760	5/14/2020	SUBSDY 2Q 17	4/6/2017	REPLACE CK #1065241 INS PREMIUM	517.44	517.44
R	NAMSCO INC	13227	1090875	5/21/2020	05.18.20	5/18/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	NATIONWIDE ENVIRONMENTAL	02817	1090761	5/14/2020	30768	4/15/2020	APR 2020 STREET SWEEPING SERVICES VALLEY MALL/ALLEYS/CITY LOT	2,314.26	
R	NATIONWIDE ENVIRONMENTAL	02817	1090761	5/14/2020	30766	4/15/2020	APR 2020 STREET SWEEPING SERVICES - PW	36,169.22	38,483.48
R	NICHOLS LUMBER & HARDWARE	02864	1090762	5/14/2020	215573/1	3/25/2020	2X8X20 GRN DF S4S #1 S/E FOR PW MAINT.	416.80	416.80
R	NV5, INC.	12935	1090763	5/14/2020	161584	4/24/2020	MAR 2020 PROF SVCS FOR EL MONTE- LAMBERT PARK IMPROVMNT.	28,745.00	
R	NV5, INC.	12935	1090877	5/21/2020	161251	4/24/2020	MAR 2020 PLAN CHECK 3837 CLARK AVE - ENGINEERING	380.00	
R	NV5, INC.	12935	1090877	5/21/2020	161253	4/24/2020	MAR 2020 GRADING PLAN 11314 FRANKMONT ST - ENGINEERING	775.00	
R	NV5, INC.	12935	1090877	5/21/2020	161250	4/24/2020	MAR 2020 GRADING PLAN CK 10725 MILDRED - ENGINEERING	65.00	
R	NV5, INC.	12935	1090877	5/21/2020	161254	4/24/2020	MAR 2020 GRADING PLAN 2642 TYLER AVE- ENGINEERING	1,155.00	31,120.00
R	ORIGINAL WATERMEN	02913	1090764	5/14/2020	S66295	4/30/2020	COZY MASK - PARKS/REC.	536.19	536.19
R	PARKHOUSE TIRE INC	02957	1090878	5/21/2020	1010735357	4/29/2020	245/55R18 103W FST FH GTZPURSUIT TIRES FOR PD VEH.	1,165.39	1,165.39
R	PARKWOOD LANDSCAPE MAINT. INC.	12447	1090765	5/14/2020	26240	3/31/2020	MAR 2020 LANDSCAPE MAINTENANCE - PW MAINT.	5,989.00	5,989.00
R	PENCO ENGINEERING INC	10378	1090766	5/14/2020	71951	4/8/2020	MAR 2020 PLAN CK FOR 3933 EUNICE AVE WORK ORDER NO. 35 - ENG	472.00	
R	PENCO ENGINEERING INC	10378	1090766	5/14/2020	71952	4/8/2020	MAR 2020 PLAN CK FOR 3020 WASHINGTON AVE WORK ORDER NO. 4	112.11	
R	PENCO ENGINEERING INC	10378	1090879	5/21/2020	72484	5/14/2020	APR 2020 PLAN CK FOR 3020 WASHINGTON AVE - ENGINEERING	584.49	
R	PENCO ENGINEERING INC	10378	1090879	5/21/2020	72481	5/14/2020	APR 2020 PLAN CHECK FOR 10538 VENITA ST WORK ORDER 27 - ENGIN	384.08	1,552.68
R	PIPE PROS PLUMBING INC.	12207	1090767	5/14/2020	19172	7/26/2019	REPAIRED FLUSH VALVE VACUUM BREAKER & SLIP JOINT WASH FOR T	560.00	
R	PIPE PROS PLUMBING INC.	12207	1090767	5/14/2020	19169	7/17/2019	REPAIRED DRAIN LINE FOR PD JAIL	500.00	1,060.00
R	PLANETBIDS, INC.	13193	1090881	5/21/2020	0420156	4/28/2020	PB SYS. VENDOR & BID MNGMT SETUP, CONFIG, TRAINING, SVC & SUP	9,375.00	9,375.00
R	PREMIER PAVING, INC.	13169	1090883	5/21/2020	13793	4/22/2020	TAKE OUT & HAUL AWAY EXISTING SIGNS, POSTS, WHEEL STOPS FOR F	91,500.00	91,500.00
R	PRO-LINE INDUSTRIAL PROD., INC	10433	1090884	5/21/2020	108948	3/31/2020	HAN SAN, VANILLA KILLA FOR PD	499.00	
R	PRO-LINE INDUSTRIAL PROD., INC	10433	1090885	5/21/2020	108553	3/25/2020	PHENOMIAL HOSPITAL DISINFECTANT FOR PD	492.00	
R	PRO-LINE INDUSTRIAL PROD., INC	10433	1090885	5/21/2020	108443	3/13/2020	CHERRY WIPES FOR PD	217.00	1,208.00
R	PSOMAS	07077	1090768	5/14/2020	160393	2/25/2020	12/27/19 - 01/30/20 WATER MAIN REPLACEMENT PROJ CIP 014 - PW	40,110.74	
R	PSOMAS	07077	1090768	5/14/2020	160723	3/11/2020	01/31-02/27/20 WATER MAIN REPLACEMENT PROJ CIP 014 - PW UTIL	14,242.73	
R	PSOMAS	07077	1090768	5/14/2020	161617	4/13/2020	02/28-03/26/20 WATER MAIN REPLACEMENT PROJ CIP 014 - PW UTIL	40,137.93	94,491.40
R	PUBLIC SAFETY ALLIANCE LLC	09223	1090769	5/14/2020	5.21.20	5/5/2020	CONTRABAND CONCEALMENT COURSE: KENNETH LUBACH	100.00	100.00
R	PUNTE READY MIX, INC.	11252	1090770	5/14/2020	95230	4/2/2020	READY MIX DELIVERED - PW MAINT.	837.10	837.10
R	QUALITY AUTO SUPPLY	08931	1090771	5/14/2020	226600-1	3/26/2020	BRAKE LIGHT FOR PW MAINT DIV VEH.	21.13	
R	QUALITY AUTO SUPPLY	08931	1090771	5/14/2020	226689-1	3/30/2020	OIL/AIR CONSTR, CABIN AIR FOR PW MAINT DIV. VEH.	195.94	217.07
R	QUALY ELECTRICAL WHOLESALE INC	07909	1090772	5/14/2020	70659	4/1/2020	1000-2300 WATT "T" LOCKING TYPE FOR PW MAINT.	190.89	

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R	QUALY ELECTRICAL WHOLESALE INC	07909	1090772	5/14/2020	70681	4/2/2020	125V SINGLE REC, RECEPTACLE COVER, CORD CONNECTOR, PIG TAIL F	29.43	
R	QUALY ELECTRICAL WHOLESALE INC	07909	1090772	5/14/2020	70660	4/1/2020	CLOSURE STRIP PREGALVANIZED FOR PW MAINT.	990.00	
R	QUALY ELECTRICAL WHOLESALE INC	07909	1090772	5/14/2020	70557	3/24/2020	1000-2300 WATT "T" LOCKING TYPE FOR PW MAINT.	190.89	1,401.21
R	RAMIREZ ALL ELECTRICAL INC	10236	1090773	5/14/2020	4841	3/11/2020	20A 120V CONTACTOR FOR PW MAINT.	33.00	33.00
R	READYREFRESH BY NESTLE	13163	1090774	5/14/2020	00D6701037635	4/21/2020	03/19-04/18/20 WATER SERVICE FOR PARKS/REC DIV.	549.13	549.13
R	RED WING BUSINESS ADVANTAGE	11690	1090886	5/21/2020	989-1-27419	3/6/2020	WORK BOOTS FOR ANTONIO ROBLES - PW MAINT DIV.	213.44	
R	RED WING BUSINESS ADVANTAGE	11690	1090886	5/21/2020	995-1-22338	3/3/2020	WORK BOOTS FOR PEDRO RODRIGUEZ - PW MAINT DIV.	187.22	
R	RED WING BUSINESS ADVANTAGE	11690	1090886	5/21/2020	995-1-21401	2/14/2020	WORK BOOTS FOR JAVIER SOTELO - PW MAINT DIV.	200.00	
R	RED WING BUSINESS ADVANTAGE	11690	1090886	5/21/2020	995-1-21804	2/21/2020	WORK BOOTS FOR NICOLAS CORONEL - PW MAINT DIV.	167.50	
R	RED WING BUSINESS ADVANTAGE	11690	1090886	5/21/2020	995-1-21823	2/22/2020	WORK BOOTS FOR PETER ZENDEJAS - PW MAINT DIV.	187.22	
R	RED WING BUSINESS ADVANTAGE	11690	1090886	5/21/2020	995-1-22103	2/27/2020	WORK BOOTS FOR RAFAEL QUEZADA - PW MAINT DIV.	200.00	1,155.38
R	REGAN CAREER INSTITUTE, LLC.	13200	1090775	5/14/2020	05.13.20	5/13/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	REGIONAL TAP SERVICE CENTER	05275	1090887	5/21/2020	6012476	2/28/2020	FEB 2020 FOOTHILL TAP BUS CARD PASSES - TRANSP.	717.80	717.80
R	RICOH USA INC	08128	1090888	5/21/2020	5059466247	5/1/2020	CONTRACT #4702318 (05/01/20 - 05/31/20) BASE - HR/RM	285.31	285.31
R	RSG, INC. (ROSENOW SPEVACEK	03158	1090889	5/21/2020	1006114	4/30/2020	APR 2020 PRJ: 10.31.19 FAIR RETURN PETITION - ECON DEV	625.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1090889	5/21/2020	1006120	4/30/2020	APR 2020 PRJ: FY18-19 SB 341 REPORT - ECON DEV	4,867.50	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1090889	5/21/2020	1006100	4/30/2020	APR 2020 ROPS & SA ADMIN SUPORT - ECON DEV	45.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1090889	5/21/2020	1006112	4/30/2020	APR 2020 TIF STUDY TASK 3 - TAX INCREMENT ANALYSIS - PLANNING	13,276.25	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1090889	5/21/2020	1006113	4/30/2020	APR 2020 TIF STUDY PROJ MGMT - PLANNING	180.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1090889	5/21/2020	1006101	4/30/2020	APR 2020 PROPERTY DISPOSITION - ECON DEV	1,475.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1090889	5/21/2020	1006111	4/30/2020	APR 2020 TIF STUDY TASK 2 - BOUNDARIES & INITIAL SCREENING CRIT	31.25	20,500.00
R	SAM'S CLUB DIRECT	03362	1090776	5/14/2020	9018	4/28/2020	SUPPLIES FOR ELDERLY NUTRITION PROGRAM - COMM SVCS DIV.	83.76	
R	SAM'S CLUB DIRECT	03365	1090890	5/21/2020	8735	5/12/2020	LIPTON, SWIFFER, CD PK, PLEDGE FOR CMO & COUNCIL OFFICE	97.78	
R	SAM'S CLUB DIRECT	03362	1090891	5/21/2020	4083	5/5/2020	COVID-19 SUPPLIES - COMM & SR SVCS	51.69	
R	SAM'S CLUB DIRECT	03362	1090891	5/21/2020	4084	5/5/2020	SUPPLIES FOR ELDERLY NUTRITION PROGRAM - COMM & SR SVCS	223.36	456.59
R	SANDOVAL TOWING	08068	1090895	5/21/2020	73328	3/20/2020	TR-15B TOW SVCS FOR TRANSP.	275.00	
R	SANDOVAL TOWING	08068	1090895	5/21/2020	73601	3/27/2020	TR-95 TOW SVCS FROM CITY YARD TO CHINO - TRANSP.	375.00	650.00
R	SC FUELS	10059	1090777	5/14/2020	0236860	4/30/2020	PD FUEL (04/15/20 - 04/30/20)	7,661.22	
R	SC FUELS	10059	1090896	5/21/2020	0237174	4/30/2020	NEIGHBORHOOD SVCS FUEL (04/16/20 - 04/30/20)	130.31	
R	SC FUELS	10059	1090896	5/21/2020	0236998	4/30/2020	SR CTR FUEL (04/16/20 - 04/30/20)	80.66	
R	SC FUELS	10059	1090896	5/21/2020	0237065	4/30/2020	TRANSPORTATION DIV FUEL (04/16/20- 04/30/20)	854.53	
R	SC FUELS	10059	1090896	5/21/2020	0242714	5/15/2020	NEIGHBORHOOD SVCS FUEL (05/01/20 - 05/15/20)	79.41	
R	SC FUELS	10059	1090896	5/21/2020	0231383	4/15/2020	TRANSPORTATION DIV FUEL (04/01/20- 04/15/20)	599.60	9,405.73
R	SERVIN	03449	1090778	5/14/2020	5.8.20	4/30/2020	REIMB PARTIAL PYMT FOR OUTDOOR DRIVE-IN MOVIE RENTAL - P&R	2,729.50	2,729.50
R	SHELDON EXTINGUISHER COMPANY	03453	1090897	5/21/2020	147598	4/23/2020	DRY CHEM ANNUAL CERTIF., VALVE STEMS, HANDLE REPAIRS FOR PD	691.08	691.08
R	SHOR-LINE	13190	1090779	5/14/2020	04.28.20	4/28/2020	FELINE COMFORT SUITE ASSY, CONDO, MT DECK CASTERS FOR ANIMA	11,541.17	11,541.17
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1090780	5/14/2020	98197224-001	3/30/2020	SAFETY GLASSES - PW MAINT.	247.16	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1090780	5/14/2020	98523836-001	4/15/2020	AIR BANDIT FILTERED BANDANA FOR PW	2,436.38	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1090780	5/14/2020	98445120-001	4/8/2020	CORONA MAX MANURE, LAWN RAKE, ECHO JET GLASSES, SHOVEL - PV	464.56	3,148.10
R	SMARDAN SUPPLY	03481	1090898	5/21/2020	S3514884-001	3/31/2020	WATER HEATER, ADAPTER, COPPER TUBING, HOSE BIBB - PW	472.16	
R	SMARDAN SUPPLY	03481	1090898	5/21/2020	S3515658.001	4/1/2020	PRESSFIT ADAPTER LD FOR PW	9.84	
R	SMARDAN SUPPLY	03481	1090898	5/21/2020	S3514953.001	4/1/2020	WATER FLEX, ADAPTERS FOR PW	42.92	
R	SMARDAN SUPPLY	03481	1090898	5/21/2020	S3515699.001	4/1/2020	ADAPTER, LF BRASS BUSHING FOR PW	38.04	562.96
R	SMITTY'S SIGNWORKS	03493	1090781	5/14/2020	25278	4/1/2020	LAMBERT PARK SIGN FOR PW MAINT.	33.00	
R	SMITTY'S SIGNWORKS	03493	1090899	5/21/2020	25306	4/30/2020	SVCS FOR PD VEH.	337.00	370.00
R	SOUTHEAST CONST PRODUCTS	03516	1090782	5/14/2020	2003-049547	3/31/2020	WEDGE ANCHOR FOR PW MAINT.	31.90	

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R	SOUTHEAST CONST PRODUCTS	03516	1090782	5/14/2020	2004-051982	4/7/2020	SUPPLIES FOR PW MAINT.	163.52	
R	SOUTHEAST CONST PRODUCTS	03516	1090782	5/14/2020	2004-057295	4/22/2020	SUPPLIES FOR PW MAINT.	214.14	409.56
R	SOUTHERN CALIFORNIA GAS CO	03527	1090904	5/21/2020	04.01-05.01.20	5/6/2020	AC#096-1765242 6 (04.01.20-05.01.20) FUEL FOR TRANSP.	5,429.02	5,429.02
R	SOUTHERN CALIFORNIA GAS/SUNDRY	03528	1090905	5/21/2020	91082770	5/11/2015	MAY 2015 MONTHLY CNG STN MAINT. FEE FOR TRANSP. DIV.	575.00	
R	SOUTHERN CALIFORNIA GAS/SUNDRY	03528	1090906	5/21/2020	91111264	4/21/2020	APR 2020 MONTHLY CNG STN MAINT. FEE FOR TRANSP. DIV.	575.00	1,150.00
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00175318	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR MUSEUM	1,092.54	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00176237	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR SENIOR CTR.	240.00	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00177575	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR ZAMORA ART CTR.	74.85	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00178962	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR PD	5,169.93	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00179588	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR SENIOR CTR.	278.67	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00177462	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR ZAMORA ART CTR.	141.75	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00178131	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR CITY HALL	3,870.00	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00179336	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR AQUATIC CTR.	252.00	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00179160	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR MUSEUM	93.03	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00180230	3/10/2020	SECURITY AND FIRE ALARM SRVCS - PD /JAIL	15,829.62	
R	SSD SYSTEMS	08999	1090907	5/21/2020	R-00176447	3/10/2020	SECURITY AND FIRE ALARM SERVICES FOR CCTV	435.00	
R	SSD SYSTEMS	08999	1090907	5/21/2020	S-01015710	1/27/2020	REMOVED RADIO, ANTENNA, KEYPADS & 1 PANEL FROM SITE PER CS I	169.00	27,646.39
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389890	5/2/2020	EZ FOLD FILD DRWR LTR, STENO PAD, POWERSTRIP, HDMI CABLE, CPY	758.86	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390073	5/2/2020	NESTLE PURE LIFE WATER, CASES CPY PPR, HP 950XL HYBLK/951 CMY I	455.45	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389881	5/2/2020	8.5X11 COPY PPR FOR ECON DEV DIV.	284.28	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390038	5/2/2020	STAPLES 500CT PUSH PNS, CLIPBOARD, TAPE, AA BATTERY, DURAMAR	204.14	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389948	5/2/2020	URINAL SCREEN, FAN HEATER, MLTIFLD TWL, 1PLY HWT 800FT/RL - PD	150.65	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390075	5/2/2020	HAM FORE MP ORCHID PPR, CANARY PPR, READY INDEX JAN-DEC COLI	576.62	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390030	5/2/2020	TWO DR STORAGE CABINETS FOR PW	367.70	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389887	5/2/2020	BIGTAB WRITEONDIVIDERS, INK CART CYAN FOR ENGINEERING DIV.	253.59	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390022	5/2/2020	SPOONS, FORKS, TAPE, CARDSTOCK, SHARPIES, WITE-OUT - PW	162.01	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389961	5/2/2020	AA BATTERIES, LAELER, 12MM BK/WHT TAPE - PD	134.05	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390016	5/2/2020	1PLY WHT MLTIFLD TWL, 50PK DVD-R SPINDLE, SLEEVE, CD/DVD PPR 5	104.74	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389907	5/2/2020	POST ITS, MARKERS, PPRMATE PENS, NWRULED PAD, 8.5X11 50SHR PI	77.12	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389977	5/2/2020	PILOT GEL PENS, KCUP FOLGRS CLSSC ROAST, AAA & C BATTERIES- PD	64.38	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390009	5/2/2020	SDHC CARD UHS1 8GB 5PK FOR PD	41.79	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390011	5/2/2020	TAPE BLACK ON WHITE FOR PD	20.50	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389924	5/2/2020	BLEAH PUR BRIGHT 1 GL 3 CT - PD	12.09	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389928	5/2/2020	DISH LIQ SEA MINERALS, MLTIFLD TWL, 2PLY CNTRPL WHT, PINE SOL, :	660.62	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389883	5/2/2020	PKGING TAPE, TAPE DISP., CASES COPY PPR FOR CITY CLERKS OFFICE	405.13	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389985	5/2/2020	NESTLE PURE LIFE WATER, MLTIFLD TWL, WRIST REST, MOUSEPAD, AA	267.34	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389902	5/2/2020	POST ITS, HYPE TANK CHISEL YLW, BLK DRIFTING CHAIR FOR HR	174.15	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389923	5/2/2020	CW 2PLY BATH 500SHT/RL FOR PD	123.12	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389882	5/2/2020	2USB 900J 6FT WHT, OPTIMA 70 DESKTOP STAPLER FOR CITY CLRKS	99.74	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390094	5/2/2020	LEXAR USB S75 64GB 3.0 GRY 5PK - PARKS/REC DIV.	76.99	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389957	5/2/2020	SPARKLE PS FULL SHT PPR - PD	56.08	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389925	5/2/2020	SPARKLE PICK A SZ PPR TWL FOR PD	39.59	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390034	5/2/2020	GLUE STICK JUMBO 6PK - PW	17.91	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389916	5/2/2020	METHOD FOAMING HAND GRAPEFRUIT FOR PLANNING DIV.	8.12	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390100	5/2/2020	SELPH CP1300 COMPACT PHOTO PR, CANON 4X6 MEDIAL PCK, VIEW B	528.75	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389978	5/2/2020	COPY PPR, NESTLE PURE LIFT WATER, DISH LIQ FOR PD	299.25	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390095	5/2/2020	42ND TBL/CROSS BSE AMER MAHO FOR PARKS/REC DIV.	240.56	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389885	5/2/2020	CLASP ENV BRN KRAFT 12X15 - COMM SVCS	157.30	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390013	5/2/2020	CW HD 22MIC 50GAL BLK, BLEACH FOR PD	122.40	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389889	5/2/2020	8.5X11 30% REC COPY PPR FOR ENGINEERING DIV.	94.18	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389945	5/2/2020	CW 1PLY WHT HTW FOR PD	67.43	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389901	5/2/2020	PINSTRIPED USB 5 PK ASST FOR FINC.	47.25	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390037	5/2/2020	ELECTRONICS DUSTER FOR PW	39.55	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389971	5/2/2020	WASTECAN 7GAL BLK PLASTIC FOR PD	15.02	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389980	5/2/2020	DURACELL 12VOLT ALKALINE FOR PD	5.06	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389906	5/2/2020	BLK DRIFTING CHAIR FOR HR	149.59	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389959	5/2/2020	CENTON MP VALUE PACK USB 3.0 DA FOR PD	109.95	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	344689966	5/2/2020	SPARKLE PS FULL SHT PPR FOR PD	84.12	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390014	5/2/2020	CW 1PLY WHT HWT FOR PD	67.43	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389884	5/2/2020	KLEENEX FACIAL TISSUE FOR CITY CLERKS OFFICE	43.04	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390007	5/2/2020	CW 1PLY WHT HWT 350FT/RL FOR PD	33.72	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446389922	5/2/2020	BLEACH PUR BRIGHT FOR PD	12.09	
R	STAPLES BUSINESS ADVANTAGE	04277	1090909	5/21/2020	3446390097	5/2/2020	CREDIT ON ACCT FOR RETURNED ITEM FOR PARKS/REC DIV.	(567.58)	
R	STAPLES BUSINESS ADVANTAGE	04277	1090910	5/21/2020	3446390060	5/2/2020	PUSH PNS, CLIPBOARD, TAPE, AA BATTERY, DURAMARK CHISEL, STOR/	94.39	7,240.26
R	STAR TIRE CENTER INC	03571	1090784	5/14/2020	05.13.20	5/13/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	
R	STAR TIRE CENTER INC	03571	1090911	5/21/2020	116626	4/22/2020	P265/60R18 TIRES FOR PD VEH.	420.00	10,420.00
R	STAR TRAC	09266	1090785	5/14/2020	110683644B	7/29/2019	8 SERIES TRX TREADMILLS 110V W/LCD QUICK KEYS FOR PD	2,996.60	2,996.60
R	SUNBELT RENTALS INC	03609	1090786	5/14/2020	99142132-0001	3/3/2020	STUMP GRINDER TRACK FOR PWWMD	835.24	
R	SUNBELT RENTALS INC	03609	1090786	5/14/2020	99899293-0001	3/26/2020	PALLET FORKS LARGE SKID FOR PW MAINT.	292.18	1,127.42
R	SUPER UNIQUE AUTO REPAIR	12311	1090912	5/21/2020	16748	4/22/2020	PD VEH REPAIRS FOR UNIT #246	185.00	
R	SUPER UNIQUE AUTO REPAIR	12311	1090912	5/21/2020	16753	4/22/2020	PD VEH REPAIRS FOR UNIT #242	295.00	
R	SUPER UNIQUE AUTO REPAIR	12311	1090912	5/21/2020	16747	4/22/2020	PD VEH REPAIRS UNIT #244	95.00	575.00
R	TED JOHNSON PROPANE	10543	1090787	5/14/2020	127191	4/1/2020	PROPANE EQUIPMENT RENTAL - PUB WKS MAINT.	20.00	
R	TED JOHNSON PROPANE	10543	1090787	5/14/2020	90684	11/1/2019	PROPANE EQUIPMENT RENTAL - PUB WKS MAINT.	20.00	
R	TED JOHNSON PROPANE	10543	1090787	5/14/2020	68093	8/1/2019	PROPANE EQUIPMENT RENTAL - PUB WKS MAINT.	20.00	60.00
R	THE NICKERSON COMPANY	11408	1090790	5/14/2020	2019-1031-0001	10/31/2019	05/01/19 - 11/30/19 FEDERAL DRIVE ASPHALT PAVEMENT MAINT./REI	14,060.00	14,060.00
R	THE POST WINGS & BEER LLC	13213	1090913	5/21/2020	002	5/7/2020	HOT MEAL SERVICE - PARKS/REC DIV.	1,437.50	
R	THE POST WINGS & BEER LLC	13213	1090913	5/21/2020	001	5/7/2020	HOT MEAL SERVICE - PARKS/REC DIV.	1,437.50	2,875.00
R	THE SAUCE CREATIVE SVCS CORP.	04961	1090914	5/21/2020	4180	3/25/2020	APRIL 2020 NEWSLETTER - CMO	5,971.03	5,971.03
R	THE WORKSHOP	03914	1090791	5/14/2020	67189	3/3/2020	BUSINESS CARDS FOR JERRY MORENO - PW MAINT.	49.50	
R	THE WORKSHOP	03914	1090791	5/14/2020	67324	4/29/2020	BUSINESS CARDS FOR KARINA CASAS - CITY CLKS	49.50	99.00
R	THOMAS	06701	1090915	5/21/2020	JUN 2020	5/18/2020	JUN 2020 SPOUSAL RETIREE MEDICARE REIMBURSEMENT	462.70	462.70
R	TIME WARNER CABLE	03671	1090792	5/14/2020	0016096040520	4/5/2020	ACCT#8448300180016096 TV RECEIVER BOX RNTL - SR CTR	62.04	62.04
R	TLC COMPANY	13204	1090793	5/14/2020	05.13.20	5/13/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	TOWNSEND PUBLIC AFFAIRS INC	09921	1090916	5/21/2020	15878	5/1/2020	MAY 2020 - CONSULTING SVCS FOR CMO	4,500.00	4,500.00
R	TRUMBULL RECREATION SUPPLY	05322	1090794	5/14/2020	27950	2/25/2020	SUPERSUEDE CURTAIN 4'X6' - PARKS/REC.	368.20	368.20
R	U.S. BANK INSTITUTIONAL TRUST	08004	1090795	5/14/2020	AE-EXS00B 06.01.20	4/30/2020	PUB. AGY RET. SVCS EXCESS BEN PLAN 06/01/2020	32,203.00	32,203.00
R	U.S. POSTMASTER	06399	1090712	5/11/2020	5.11.20	5/11/2020	POSTAGE FOR MAY NEWSLETTER SENT TO ALL RESIDENTS	5,000.00	5,000.00
R	ULINE	03729	1090917	5/21/2020	118348138	3/24/2020	FIRST AID KIT, EYEWASH STN - PW MAINT.	1,108.71	
R	ULINE	03729	1090917	5/21/2020	119920092	5/12/2020	WELDED STAINLESS STEEL CART FOR PARK/SREC DIV.	1,692.55	
R	ULINE	03729	1090917	5/21/2020	119048402	4/16/2020	RACKABLE PLASTIC PALLET 48X48" BLK - PW MAINT.	949.13	
R	ULINE	03729	1090917	5/21/2020	118957921	4/14/2020	ELECTRIC PALLET TRUCK, RACKABLE PLASTIC PALLET FOR PW MAINT.	4,809.26	8,559.65

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	ULTIMATE OUTDOOR MOVIES LLC	13188	1090796	5/14/2020	6446279	5/8/2020	ULTIMATE DIVE IN MOVIE - PARKS/REC DIV.	2,886.82	2,886.82
R	UNITED STORM WATER INC	10526	1090918	5/21/2020	SW31961-RET	10/23/2019	RELEASE RETENTION FOR INV #SW31961 (REDUCED PER VENDOR ADJ)	15,407.27	15,407.27
R	USA TAE KWON DO CNTR EL MONTE	13201	1090798	5/14/2020	05.13.20	5/13/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMIC	10,000.00	10,000.00
R	VERIZON WIRELESS	11570	1090799	5/14/2020	9852123103	4/8/2020	ACCT#842168232-00001 03.09-04.08.20 - PW	707.66	
R	VERIZON WIRELESS	13210	1090800	5/14/2020	9851669409	4/1/2020	ACCT#842337655-00001 03.11-04.01.20 - PW	167.79	875.45
R	VULCAN MATERIALS COMPANY	03824	1090801	5/14/2020	72535883	3/27/2020	203 3C3 PG64-10 ENVIRONMENTAL FEE -AGG & ASPHALT FOR PW MA	1,002.20	1,002.20
R	WEST COAST SAND & GRAVEL, INC.	13122	1090802	5/14/2020	244458	4/7/2020	CRUSHED AGGREGATE BASE FOR PW MAINT.	644.92	644.92
R	WEX BANK	12659	1090920	5/21/2020	65321494	5/6/2020	ACCT #0496-00-477733-0 SHELL FUEL 04/06/20 - 05/06/20 FOR PD	460.86	460.86
R	WHITTIER FERTILIZER	03894	1090803	5/14/2020	353799	2/11/2020	SPORTS MIX FOR PW	705.60	705.60
R	WILKIES FLORIST	04960	1090804	5/14/2020	13289	2/20/2020	FLORAL ARRANGEMENTS FOR SPECIAL EVENTS - PW MAINT.	132.00	132.00
R	WILLDAN ENGINEERING	03897	1090805	5/14/2020	332221	4/30/2020	PROF SVCS RENDERED THRU 04.03.20 (3900 ARDEN DR) - ENGINEERIN	407.00	
R	WILLDAN ENGINEERING	03897	1090921	5/21/2020	00618997	3/30/2020	PROF SVCS RENDERED THRU 02.28.20 (CITY ENTRY SIGN DESIGN & COI	360.00	767.00
R	WILLDAN FINANCIAL SERVICES	04483	1090922	5/21/2020	010-44020	3/20/2020	PROF SVCS RENDERED THRU 02/2020 (USER FEES & DEV. IMPACT FEE :	4,830.00	
R	WILLDAN FINANCIAL SERVICES	04483	1090922	5/21/2020	010-43317	12/20/2019	PROF SVCS RENDERED THRU 11/2019 (USER FEES & DEV. IMPACT FEE :	6,921.00	
R	WILLDAN FINANCIAL SERVICES	04483	1090922	5/21/2020	010-43155	11/18/2019	PROF SVCS RENDERED THRU 10/2019 (USER FEES & DEV. IMPACT FEE :	7,373.00	
R	WILLDAN FINANCIAL SERVICES	04483	1090922	5/21/2020	010-44447	4/17/2020	PROF SVCS RENDERED THRU 04/2020 (USER FEES & DEV. IMPACT FEE :	3,191.00	
R	WILLDAN FINANCIAL SERVICES	04483	1090922	5/21/2020	010-43610	1/17/2020	PROF SVCS RENDERED THRU 12/2019 (USER FEES & DEV. IMPACT FEE :	9,515.00	
R	WILLDAN FINANCIAL SERVICES	04483	1090922	5/21/2020	010-43803	2/21/2020	PROF SVCS RENDERED THRU 01/2020 (USER FEES & DEV. IMPACT FEE :	4,775.00	36,605.00
R	WINNER INTERNATIONAL INC	03906	1090806	5/14/2020	134737	5/4/2020	CRAFT BAG, GLOW NECKLACE FOR PARKS/REC DIV.	399.30	399.30
R	ZUMAR INDUSTRIES INC	03961	1090807	5/14/2020	87983	3/2/2020	EL MONTE FACE TO REFACE EXISTING SIGNS FOR PW MAINT DIV.	1,112.95	1,112.95
R	Regular Vendor Total								2,744,601.67
T	DETROIT AUTO PARTS	01847	1090843	5/21/2020	S1-60452	4/29/2020	OIL & AIR FILTER FOR PD	45.69	
T	DETROIT AUTO PARTS	01847	1090843	5/21/2020	S1-60399	5/1/2020	CABIN AIR FILTER, BELT TENSIONER, IDLER PULLEY, MICRO-V AT BELT F	254.88	300.57
T	EWING IRRIGATION PRODUCTS	02003	1090851	5/21/2020	9396048	4/11/2020	PAINT MARKING STICK FOR TREE PLANTING - PWMD	38.81	
T	EWING IRRIGATION PRODUCTS	02003	1090851	5/21/2020	9396047	4/11/2020	STAKING FLAGS FOR TREE PLANTING - PWMD	20.46	
T	EWING IRRIGATION PRODUCTS	02003	1090851	5/21/2020	9366942	4/7/2020	PVC DRAIN FOR COMMUNITY CTR - PWMD	14.37	73.64
T	GRAINGER	02183	1090743	5/14/2020	9463556960	3/4/2020	KNIT GLOVES FOR PW	15.65	
T	GRAINGER	02183	1090743	5/14/2020	9463556952	3/4/2020	KNIT GLOVES FOR PW	98.44	
T	GRAINGER	02183	1090743	5/14/2020	9493552377	4/2/2020	LED LIGHT METER FOR PW MAINT.	139.24	
T	GRAINGER	02183	1090743	5/14/2020	9489673062	3/30/2020	VOLTAGE DETECTOR FOR PW MAINT.	114.20	367.53
T	HOME DEPOT	06479	1090859	5/21/2020	3533159	3/25/2020	BETTER WRAP, BLK WALLBASE, BRUSHES, APPLICATOR, ADHESIVE - PM	223.97	
T	HOME DEPOT	06479	1090859	5/21/2020	4543937	3/24/2020	TYVEK W/HOOD & BOOT, DUAL FOOT INFLATOR/GAUGE, ENERGIZER N	98.11	
T	HOME DEPOT	06479	1090859	5/21/2020	2112100	3/16/2020	TERRY TOWELS FOR PW UTIL.	30.72	
T	HOME DEPOT	06479	1090859	5/21/2020	2121729	3/26/2020	HVY DUTY COVERALL, SHACKLE, PIGSKIN GLV - PW UTIL.	61.02	
T	HOME DEPOT	06479	1090859	5/21/2020	8533651	3/30/2020	BACKERBOARD, BACKER-ON, TILE SPACERS FOR PW	26.55	
T	HOME DEPOT	06479	1090859	5/21/2020	6122213	4/1/2020	EXT CORD, SHIP TAPE, MOVING BOX, SMALL BOXES FOR PW	54.04	
T	HOME DEPOT	06479	1090859	5/21/2020	3112087	3/15/2020	LATCHING BOX FOR PW UTIL.	26.27	
T	HOME DEPOT	06479	1090859	5/21/2020	2283738	3/16/2020	COUPLINGS, SOLVENT CEMENT, ELBOW, 3/4 SCHEDULE 40X10 FOR PM	41.15	
T	HOME DEPOT	06479	1090859	5/21/2020	4103332	4/13/2020	EXT SCREW - PW UTIL.	9.87	
T	HOME DEPOT	06479	1090859	5/21/2020	0204012	3/18/2020	TERRY TOWELS, STARTER KIT, BUCKET, SWIFFER DUSTER REFILL - PW	274.33	
T	HOME DEPOT	06479	1090859	5/21/2020	4102375	4/3/2020	3PC RAINSUIT FOR PW	137.24	
T	HOME DEPOT	06479	1090859	5/21/2020	4101207	3/24/2020	PREMIXED GROUT, TILE ADHESIVE, RESTORE BRIGHT WHT, LED WRAP	275.42	
T	HOME DEPOT	06479	1090859	5/21/2020	4102374	4/3/2020	3PC RAINSUIT, TOGO BAGS FOR PW	140.64	
T	HOME DEPOT	06479	1090859	5/21/2020	5045263	3/3/2020	TAPE MEASURE, POCKETFRAMER SUSP, TAPE MEASURE, WOOD FRAM	849.23	
T	HOME DEPOT	06479	1090859	5/21/2020	2112179	3/16/2020	MICROWAVE BL FOR PW UTIL.	219.96	2,468.52

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	MAINTEX INC	02625	1090757	5/14/2020	777476-00	4/7/2020	CLEANING SUPPLIES FOR PW MAINT. - COVID 19	496.07	
T	MAINTEX INC	02625	1090872	5/21/2020	777490-00	4/7/2020	CLEANING SUPPLIES FOR PW	2,179.47	
T	MAINTEX INC	02625	1090872	5/21/2020	777502-00	4/7/2020	CLEANING SUPPLIES FOR PW	1,482.36	
T	MAINTEX INC	02625	1090872	5/21/2020	777512-01	4/9/2020	CLEANING SUPPLIES FOR PW	170.41	
T	MAINTEX INC	02625	1090872	5/21/2020	777490-03	4/16/2020	CLEANING SUPPLIES FOR PW	81.57	
T	MAINTEX INC	02625	1090872	5/21/2020	777502-02	4/14/2020	CLEANING SUPPLIES FOR PW	14.69	
T	MAINTEX INC	02625	1090872	5/21/2020	777507-00	4/7/2020	CLEANING SUPPLIES FOR PW	1,619.68	
T	MAINTEX INC	02625	1090872	5/21/2020	777507-01	4/9/2020	CLEANING SUPPLIES FOR PW	170.41	
T	MAINTEX INC	02625	1090872	5/21/2020	773507-01	4/7/2020	CLEANING SUPPLIES FOR PW	110.59	
T	MAINTEX INC	02625	1090872	5/21/2020	777512-00	4/7/2020	CLEANING SUPPLIES FOR PW	1,811.20	
T	MAINTEX INC	02625	1090872	5/21/2020	777490-01	4/9/2020	CLEANING SUPPLIES FOR PW	227.22	
T	MAINTEX INC	02625	1090872	5/21/2020	777502-01	4/9/2020	CLEANING SUPPLIES FOR PW	113.61	
T	MAINTEX INC	02625	1090872	5/21/2020	777484-00	4/7/2020	CITYWIDE JANITORIAL SUPPLIES - PW	2,133.66	
T	MAINTEX INC	02625	1090872	5/21/2020	777484-01	4/9/2020	CLEANING SUPPLIES FOR PW	340.82	
T	MAINTEX INC	02625	1090872	5/21/2020	778581-00	4/10/2020	CLEANING SUPPLIES FOR PW	160.90	
T	MAINTEX INC	02625	1090872	5/21/2020	777490-02	4/14/2020	CLEANING SUPPLIES FOR PW	14.69	11,127.35
T	NAPA AUTO PARTS	02791	1090876	5/21/2020	0523-267689	5/12/2020	REPLACE BATTERY FOR TR-13 - TRANSP. DIV	161.24	
T	NAPA AUTO PARTS	02791	1090876	5/21/2020	0523-265841	4/21/2020	LED LAMP FOR TRANSPORTATION FLEET	79.85	241.09
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	412700-05/20	5/6/2020	AC#1-1-013-4127-0-0 (04/06-05/05/20)	246.61	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	140603-05/20	5/6/2020	AC#1-1-011-1406-0-3 (04/06-05/05/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	020000-05/20	5/8/2020	AC#1-1-020-0200-0-0 (04/08-05/07/20)	146.16	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	702651-05/20	5/7/2020	AC#1-1-017-7026-5-1 (04/07-05/06/20)	118.35	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	621760-05/20	5/4/2020	AC#1-1-005-6217-6-0 (04/02-05/01/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	365501-05/20	5/6/2020	AC#1-1-013-3655-0-1 (04/06-05/05/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	841900-05/20	5/4/2020	AC#1-1-008-8419-0-0 (04/02-05/01/20)	328.91	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	850200-05/20	5/4/2020	AC#1-1-008-8502-0-0 (04/02-05/01/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	241101-05/20	5/6/2020	AC#1-1-011-2411-0-1 (04/06-05/05/20)	154.11	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	440300-05/20	5/6/2020	AC#1-1-013-4403-0-0 (04/06-05/05/20)	118.35	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	604800-05/20	5/4/2020	AC#1-1-005-6048-0-0 (04/02-05/01/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	140401-05/20	5/6/2020	AC#1-1-011-1404-0-1 (04/06-05/05/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	850000-05/20	5/4/2020	AC#1-1-008-8500-0-0 (04/02-05/01/20)	238.66	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	200410-05/20	5/6/2020	AC#1-1-011-2004-1-0 (04/06-05/05/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	622700-05/20	5/4/2020	AC#1-1-005-6227-0-0 (04/02-05/01/20)	130.27	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	225610-05/20	5/11/2020	AC#1-1-032-2256-1-0 (04/09-05/08/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	738500-05/20	5/4/2020	AC#1-1-005-7385-0-0 (04/02-05/01/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	412900-05/20	5/6/2020	AC#1-1-013-4129-0-0 (04/06-05/05/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	614130-05/20	5/4/2020	AC#1-1-005-6141-3-0 (04/02-05/01/20)	94.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	591701-05/20	5/4/2020	AC#1-1-005-5917-0-1 (04/02-05/01/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	160511-05/20	5/6/2020	AC#1-1-011-1605-1-1 (04/06-05/05/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	614000-05/20	5/4/2020	AC#1-1-005-6140-0-0 (04/02-05/01/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	122500-05/20	5/8/2020	AC#1-1-021-1225-0-0 (04/08-05/07/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	008700-05/20	5/8/2020	AC#1-1-020-0087-0-0 (04/08-05/07/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	508000-05/20	5/4/2020	AC#1-1-005-5080-0-0 (04/02-05/01/20)	65.14	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	105200-05/20	5/6/2020	AC#1-1-011-1052-0-0 (04/06-05/05/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	487000-05/20	5/1/2020	AC#1-1-003-4870-0-0 (04/01-04/30/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	201000-05/20	5/6/2020	AC#1-1-011-2010-0-0 (04/06-05/05/20)	22.87	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
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T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	123501-05/20	5/1/2020	AC#1-1-001-1235-0-1 (04/01-04/30/20)*	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	440500-05/20	5/6/2020	AC#1-1-013-4405-0-0 (04/06-05/05/20)	170.00	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	811100-05/20	5/4/2020	AC#1-1-008-8111-0-0 (04/02-05/01/20)	118.35	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	595651-05/20	5/4/2020	AC#1-1-005-5956-5-1 (04/02-05/01/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	920651-05/20	5/5/2020	AC#1-1-009-9206-5-1 (04/03-05/04/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	202501-05/20	5/6/2020	AC#1-1-011-2025-0-1 (04/06-05/05/20)	73.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	926501-05/20	5/5/2020	AC#1-1-009-9265-0-1 (04/03-05/04/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	951951-05/20	5/5/2020	AC#1-1-009-9519-5-1 (04/03-05/04/20)	34.31	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	614100-05/20	5/4/2020	AC#1-1-005-6141-0-0 (04/02-05/01/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	442900-05/20	5/6/2020	AC#1-1-013-4429-0-0 (04/06-05/05/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	579301-05/20	5/4/2020	AC#1-1-005-5793-0-1 (04/02-05/01/20)	69.11	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	950701-05/20	5/5/2020	AC#1-1-009-9507-0-1 (04/03-05/04/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	908700-05/20	5/5/2020	AC#1-1-009-9087-0-1 (04/03-05/04/20)	26.84	
T	SAN GABRIEL VALLEY WATER CO	03406	1090893	5/21/2020	160550-05/20	5/6/2020	AC#1-1-011-1605-5-0 (04/06-05/05/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1090894	5/21/2020	282000-05/20	5/11/2020	AC#1-1-032-2820-0-0 (04/09-05/08/20)	118.35	
T	SAN GABRIEL VALLEY WATER CO	03406	1090894	5/21/2020	571000-05/20	5/12/2020	AC#1-1-034-5710-0-0 (04/10-05/11/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1090894	5/21/2020	136205-05/20	5/14/2020	AC#1-1-031-1362-0-5 (04/14-05/13/20)	201.64	
T	SAN GABRIEL VALLEY WATER CO	03406	1090894	5/21/2020	436520-05/20	5/12/2020	AC#1-1-034-4365-2-0 (04/10-05/11/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1090894	5/21/2020	974900-05/20	5/11/2020	AC#1-1-019-9749-0-0 (04/09-05/08/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1090894	5/21/2020	254001-05/20	5/11/2020	AC#1-1-032-2540-0-1 (04/09-05/08/20)	69.11	5,593.44
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	1938107-0520	5/7/2020	AC#2-01-193-8107 (04/01-05/01/20)	484.87	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5365315-0520	5/5/2020	AC#2-01-536-5315 (04/02-05/04/20)	74.98	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366297-0520	5/9/2020	AC#2-01-536-6297 (04/08-05/08/20)	65.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5365356-0520	5/6/2020	AC#2-01-536-5356 (04/03-05/05/20)	57.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366362-0520	5/9/2020	AC#2-01-536-6362 (04/08-05/08/20)	45.67	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	9887902-0520	5/9/2020	AC#2-00-988-7902 (04/08-05/08/20)	26.02	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5363146-0520	5/6/2020	AC#2-01-536-3146 (04/03-05/05/20)	7.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5362684-0520	5/6/2020	AC#2-01-536-2684 (04/03-05/05/20)	842.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366305-0520	5/9/2020	AC#2-01-536-6305 (04/08-05/08/20)	93.45	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5365299-0520	5/5/2020	AC#2-01-536-5299 (04/02-05/04/20)	67.25	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366388-0520	5/9/2020	AC#2-01-536-6388 (04/08-05/08/20)	58.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5365430-0520	5/8/2020	AC#2-01-536-5430 (04/07-05/07/20)	50.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5363419-0520	5/8/2020	AC#2-01-536-3419 (04/07-05/07/20)	29.01	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5363393-0520	5/8/2020	AC#2-01-536-3393 (04/07-05/07/20)	11.35	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	1938081-0520	5/7/2020	AC#2-01-193-8081 (04/01-05/01/20)	48,878.58	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5362536-0520	5/7/2020	AC#2-01-536-2536 (04/06-05/06/20)	415.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366693-0520	5/12/2020	AC#2-01-536-6693 (04/09-05/11/20)	73.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5365307-0520	5/5/2020	AC#2-01-536-5307 (04/02-05/04/20)	63.32	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5365398-0520	5/8/2020	AC#2-01-536-5398 (04/07-05/07/20)	55.12	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366628-0520	5/12/2020	AC#2-01-536-6628 (04/09-05/11/20)	45.53	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366644-0520	5/12/2020	AC#2-01-536-6644 (04/09-05/11/20)	15.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	1938099-0520	5/7/2020	AC#2-01-193-8099 (04/01-05/01/20)	5,029.70	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5363005-0520	5/7/2020	AC#2-01-536-3005 (04/06-05/06/20)	112.82	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366420-0520	5/9/2020	AC#2-01-536-6420 (04/08-05/08/20)	69.61	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366594-0520	5/12/2020	AC#2-01-536-6594 (04/09-05/11/20)	59.28	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5365422-0520	5/8/2020	AC#2-01-536-5422 (04/07-05/07/20)	51.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5363260-0520	5/6/2020	AC#2-01-536-3260 (04/03-05/05/20)	33.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1090900	5/21/2020	5366412-0520	5/9/2020	AC#2-01-536-6412 (04/08-05/08/20)	14.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	3130321-0520	5/5/2020	AC#2-02-313-0321 (03/31-04/29/20)	3,357.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	9083876-0520	5/12/2020	AC#2-23-908-3876 (04/09-05/11/20)	97.51	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	5367402-0520	5/7/2020	AC#2-01-536-7402 (04/06-05/06/20)	57.01	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	2027069-0520	5/9/2020	AC#2-28-202-7069 (04/08-05/08/20)	41.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	9709947-0520	5/12/2020	AC#2-25-970-9947 (04/09-05/11/20)	26.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	6305414-0520	5/9/2020	AC#2-08-630-5414 (04/08-05/08/20)	10.87	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	3291239-0520	5/6/2020	AC#2-26-329-1239 (04/03-05/05/20)	8.53	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	9084726-0520	5/9/2020	AC#2-23-908-4726 (04/08-05/08/20)	6,832.60	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	5366974-0520	5/12/2020	AC#2-01-536-6974 (04/09-05/11/20)	173.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	5367451-0520	5/8/2020	AC#2-01-536-7451 (04/07-05/07/20)	57.75	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	8573152-0520	5/8/2020	AC#2-02-857-3152 (04/07-05/07/20)	49.22	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	9584486-0520	5/9/2020	AC#2-27-958-4486 (04/08-05/08/20)	27.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	9163330-0520	5/9/2020	AC#2-23-916-3330 (04/08-05/08/20)	11.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	1013896-0520	5/7/2020	AC#2-28-101-3896 (04/06-05/06/20)	10.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	7330105-0520	5/12/2020	AC#2-37-733-0105 (04/09-05/11/20)	1,653.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	0187711-0520	5/9/2020	AC#2-31-018-7711 (04/08-05/08/20)	72.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	5367360-0520	5/7/2020	AC#2-01-536-7360 (04/06-05/06/20)	56.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	2023477-0520	5/7/2020	AC#2-21-202-3477 (04/06-05/06/20)	38.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	9118789-0520	5/9/2020	AC#2-23-911-8789 (04/08-05/08/20)	20.18	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	9115900-0520	5/9/2020	AC#2-23-911-5900 (04/08-05/08/20)	10.87	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	3291221-0520	5/6/2020	AC#2-26-329-1221 (04/03-05/05/20)	8.22	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	0187281-0520	5/8/2020	AC#2-31-018-7281 (04/07-05/07/20)	336.02	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	5367790-0520	5/6/2020	AC#2-01-536-7790 (04/03-05/05/20)	58.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	5367394-0520	5/7/2020	AC#2-01-536-7394 (04/06-05/06/20)	51.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	8443550-0520	5/12/2020	AC#2-37-844-3550 (04/09-05/11/20)	28.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	9115819-0520	5/8/2020	AC#2-23-911-5819 (04/10-05/12/20)	12.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	3291148-0520	5/8/2020	AC#2-26-329-1148 (04/07-05/07/20)	10.84	
T	SOUTHERN CALIFORNIA EDISON	03520	1090901	5/21/2020	0660683-0520	5/12/2020	AC#2-26-066-0683 (04/09-05/11/20)	8.12	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	4543890-0520	5/15/2020	AC#2-42-454-3890 (02/21-05/07/20)	955.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	8044293-0520	5/15/2020	AC#2-36-804-4293 (04/14-05/14/20)	50.62	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	3291189-0520	5/13/2020	AC#2-26-329-1189 (04/10-05/12/20)	11.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	5366511-0520	5/14/2020	AC#2-01-536-6511 (04/06-05/07/20)	2,143.64	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	5368640-0520	5/13/2020	AC#2-01-536-8640 (04/10-05/12/20)	54.49	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	3291163-0520	5/13/2020	AC#2-26-329-1163 (04/10-05/12/20)	11.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	9084791-0520	5/13/2020	AC#2-23-908-4791 (04/08-05/08/20)	10,851.72	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	4543908-0520	5/5/2020	AC#2-42-454-3908 (02/21-04/22/20)	453.50	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	3291155-0520	5/13/2020	AC#2-26-329-1155 (04/10-05/12/20)	11.90	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	6380849-0520	5/15/2020	AC#2-26-638-0849 (04/08-05/08/20)	5,387.08	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	5364797-0520	5/16/2020	AC#2-01-536-4797 (04/15-05/15/20)	58.14	
T	SOUTHERN CALIFORNIA EDISON	03520	1090902	5/21/2020	3291197-0520	5/13/2020	AC#2-26-329-1197 (04/10-05/12/20)	11.78	89,964.62
T	SOUTHERN CALIFORNIA GAS CO	03525	1090903	5/21/2020	192117-05/20	5/14/2020	AC#192 117 9900 2 (04/13-05/12/20)	19.75	
T	SOUTHERN CALIFORNIA GAS CO	03525	1090903	5/21/2020	196719-05/20	5/8/2020	AC#196 719 3600 3 (04/07-05/06/20)	15.37	
T	SOUTHERN CALIFORNIA GAS CO	03525	1090903	5/21/2020	169419-05/20	5/15/2020	AC#169 419 0200 5 (04/14-05/13/20)	28.46	

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T	SOUTHERN CALIFORNIA GAS CO	03525	1090903	5/21/2020	138117-05/20	5/11/2020	AC#138 117 3615 9 (04/08-05/07/20)	16.46	
T	SOUTHERN CALIFORNIA GAS CO	03525	1090903	5/21/2020	198819-05/20	5/8/2020	AC#198 819 3600 9 (04/07-05/06/20)	19.69	
T	SOUTHERN CALIFORNIA GAS CO	03525	1090903	5/21/2020	160617-05/20	5/14/2020	AC#160 617 7600 7 (04/13-05/12/20)	14.30	
T	SOUTHERN CALIFORNIA GAS CO	03525	1090903	5/21/2020	179517-05/20	5/13/2020	AC#179 517 8900 1 (04/10-05/11/20)	18.55	
T	SOUTHERN CALIFORNIA GAS CO	03525	1090903	5/21/2020	171519-05/20	5/15/2020	AC#171 519 0200 8 (04/14-05/13/20)	14.30	146.88
T	VALLEY BRAKE & WHEEL SERVICE	03780	1090919	5/21/2020	1070670	4/21/2020	TR-1B BRAKE INSPECTION FOR TRANSP.	100.00	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1090919	5/21/2020	1070674	4/21/2020	TR-9 PMI & LOF @ 91,992 MILES FOR TRANSP.	186.26	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1090919	5/21/2020	1070688	4/23/2020	TR-17B REPLACED EXHAUST, HANGERS AND WASHER NOZZLE - TRANS	88.59	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1090919	5/21/2020	1070698	4/24/2020	TR-5 PMI & LOF @ 49,291 MILES - TRANSP.	533.05	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1090919	5/21/2020	1070686	4/22/2020	TR-79 BRAKE INSPECTION FOR TRANSP.	100.00	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1090919	5/21/2020	1070695	4/23/2020	TR-13 PMI & LOF @25,926 MILES. REPLACED FRONT BRAKE PADS & RE	240.35	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1090919	5/21/2020	1070707	4/24/2020	TR-36 PMI & LOF @35,278 MILES - TRANSP.	92.23	1,340.48
T	Top Vendor Total								111,624.12
V	ELKIN JR, ROBERT L	03321	1059285	6/16/2016	DEC '15 - JUN '16	6/6/2016	DEC 2015 - JUN 2016 RETIREE SUBSIDY (VOID 5/11/20)	(565.24)	
V	GREER, GARY	03231	1061695	10/6/2016	SUBSDY 4Q 16	10/6/2016	INS PREMIUM & RETIREE CONTRIBUTION (VOID 5/11/20)	(396.69)	
V	MACHLIS, MICHAEL	05256	1065221	4/6/2017	SUBSDY 2Q 17	4/6/2017	INS PREMIUM (VOID 5/11/20)	(517.44)	
V	MOY, EUGENE	07049	1065241	4/6/2017	SUBSDY 2Q 17	4/6/2017	INS PREMIUM (VOID 5/11/20)	(517.44)	
V	Void Check Total								(1,996.81)
Grand Total									4,721,444.57



CITY OF EL MONTE

POLICE DEPARTMENT
CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 20, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO SUMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE CORONAVIRUS SUPPLEMENTAL FUNDING PROGRAM FISCAL YEAR 2020 LOCAL SOLICITATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to submit a grant application in response to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding (CESF) Program Fiscal Year 2020 Local Solicitation; and
2. Authorize the City Manager, or her designee, to sign all grant related documents as the authorized representative of the City of El Monte.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 30, 2020, the United States-Department of Justice released the guidelines for applications for the Coronavirus Emergency Supplemental Funding (CESF) Program. After successful completion of this application and subsequent execution of the grant contract, the City is eligible to receive \$98,035 in allocation funding under this program which had been established to provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

DISCUSSION

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

It is the recommendation of the Chief of Police, that these funds be earmarked to supplement expenditures related to: 1) overtime for special operations/activities related to COVID-19; and 2) supplies and services related to personal protection of Police Department staff.

It is estimated that seventy five percent (75%) of the funding available will be used to supplement the Department's overtime budget to deploy officers and staff to mitigate the effects of COVID-19 related situations. The additional twenty five percent (25%) of the grant funds available to the Department will be utilized to supplement the budget for supplies and services, including but not limited to: 1) personal protective equipment (PPE); and 2) disinfecting services of the police facilities and vehicles.

FISCAL IMPACT/FINANCING

There is no match for this grant. Upon successful execution of the grant contract, the City of El Monte is eligible to drawdown \$98,035 for local law enforcement activities which shall not supplant the Police Department General Fund budget. That is to say, Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. Supplanting is prohibited under the Bureau of Justice Assistance guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116- 136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The grant funds (\$98,035) will allow the El Monte Police Department to supplement its overtime budget and purchase supplies and services necessary to protect police officers as they serve our community.

CONCLUSION

Staff recommends the submittal of the application for the Coronavirus Emergency Supplemental Funding (CESF) Program. The City Manager, or her designee, should be authorized by the Council to serve as the authorized representatives for the City of El Monte.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

DAVID REYNOSO
Chief of Police

DATE: JUNE 2, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVE AND FILE <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



CITY OF EL MONTE
POLICE DEPARTMENT
CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 28, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO USE ASSET FORFEITURE FUNDS FOR OVERTIME COSTS TO ADDRESS CRITICAL POLICE INVESTIGATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the use of Asset Forfeiture Funds from Account No. 259-71-711-5132 in an amount not to exceed \$125,000 for overtime expenditures related to addressing critical police investigations.

BACKGROUND

In March 2016, the El Monte Police Department transitioned from the West Covina Service Group to the Spillman Computer-Aided Dispatch System. This system is what the Department uses to manage and prioritize calls for service (911 calls) and for records and case management. After a lapse in the development of protocols related to the transition from the legacy system to the Spillman system in terms of case management was determined in 2019, protocols were developed and implemented in July 2019. On November 19, 2019, the City Council approved \$125,000 in Asset Forfeiture funds to address the backlog resultant from the lack of protocols.

Since the approval of the last expenditure, 3,415 cases have been audited and nearly 3,000 of those cases have been “closed” or “suspended.” Several cases that required further investigation were discovered and designated as “active.” Approximately 334 active cases have been investigated and given an appropriate disposition with this funding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Although significant progress has been made in terms of reviewing and closing out backlogged cases, at this time staff has determine the need to augment the resources dedicated to these efforts.

This request, to allocate \$125,000 on Asset Forfeiture funds to the investigation of backlogged cases, will continue our focus on the investigation of sexual assaults, domestic violence incidents, child abuse, and other violent crimes against persons. In addition, in order to optimize the use of these funds, a supervisor will initially review each case prior to the authorization of overtime expenses as a management control function. All Detectives are required to report her/his productivity which is audited by Detective Bureau supervisors who will be responsible for the verification that an appropriate amount of work is being completed to ensure accountability for each overtime request.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the General Fund as Asset Forfeiture funds will be used to supplement the Police Department budget. Asset Forfeiture funds in an amount not to exceed \$125,000 will be utilized from Account No. 259-71-711-5132.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommended action will allow the Police Department investigators to focus on mitigating the significant backlog of cases resultant from the transition from the legacy case management system to the current one.

CONCLUSION

It is recommended that the City Council approve for the use of Asset Forfeiture funds in an amount not to exceed to offset the cost of overtime expenditures needed to address urgent backlogged cases and other critical investigations.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

DAVID R. REYNOSO
Chief of Police

DATE: June 2, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
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CHIEF DEPUTY CITY CLERK



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 18, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION TO ACCEPT THE INSTALLATION OF FOUR (4) DUAL ELECTRIC VEHICLE CHARGING STATIONS AT THE EL MONTE METROLINK STATION PROJECT AS COMPLETE AND FILE THE NOTICE OF COMPLETION WITH LOS ANGELES COUNTY RECORDER'S OFFICE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Accept the installation of four (4) dual electric vehicle charging stations at the El Monte Metrolink Station project as completed; and
2. File the Notice of Completion (NOC) with the Los Angeles County Recorder's office.

BACKGROUND

On January 14, 2020, City Council awarded a contract to NOVA Electric to install four (4) dual electric vehicle charging stations at the El Monte Metrolink Station. The project commenced on February 17, 2020 and was completed on March 2, 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The scope of work for the project consisted of installing eight (8) – 40 amp 2 pole breakers in a new sub-panel, installing one (1) – 100 amp 2 pole bolt on the breaker in main panel and wire into the sub, installing 110' of 1¼" conduit and 90' of 1" PVC conduit, installing four (4) in-ground concrete j-boxes and (4) 2' x 2' pads for EV chargers, pulling 1,800' of #8 wire from sub-panel to EV Pads, replacing concrete to existing, disposing of all debris, and making all final connections and testing.

Staff respectfully recommends accepting the installation of four (4) dual electric vehicle charging stations at the El Monte Metrolink Station as complete.

FISCAL IMPACT/FINANCING

Approval of this recommended action will have no impact on the General Fund. Project expenditures have been paid in full utilizing Prop C funding. On January 14, 2020, this project was approved with a budget of \$23,100. The project was completed under budget for a final project cost of \$20,800 (Attachment 1).

CONCLUSION

Upon City Council approval of the recommended actions, Public Works Maintenance will proceed with the recordation of the Notice of Completion (NOC) with the Los Angeles County Recorder's Office.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment(s):

Attachment 1 – Project Budget El Monte Metrolink Electric Vehicle Charging Stations

DATE: JUNE 2, 2020	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JUNE 2, 2020

ATTACHMENT 1

EL MONTE METROLINK STATION ELECTRIC VEHICLE CHARGING STATIONS INSTALLATION PROJECT

PROJECT BUDGET

Project Activity	Project Budget January 14, 2020	Actual Project Cost	Delta Change
Charging Station Instillation	\$21,000	\$20,800	(\$200)
10% Contingency	\$2,100	\$0	(\$2,100)
TOTAL PROJECT BUDGET	\$23,100	\$20,800	(\$2,300)

Funding Category	Allocated Project Budget	Final Funding Budget	Delta Change
Proposition C Fund 203-67-010-8221	\$23,100	\$20,800	(\$2,300)
TOTAL FUNDING BUDGET	\$23,100	\$20,800	(\$2,300)



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 18, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL TO ADOPT A RESOLUTION TO ACCEPT ACCESS EASEMENT TO AN EXISTING CITY STORM DRAIN PUMP STATION LOCATED ON PARCEL A OF TRACT MAP NO. 73961

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve to adopt a resolution accepting the Access Easement on Parcel 2 of Tract Map No. 73961 to an existing city storm drain pump station located on Parcel A of Tract Map No. 73961; and
2. Authorize the City Manager, or her designee, to execute the Certificate of Acceptance in the Easement Deed for recordation with Los Angeles County.

BACKGROUND

At the October 10, 2017 City Council meeting, City Council approved the adoption of the City Council Resolution authorizing the City Manager to accept the transfer from Alameda Corridor East Construction Authority (ACE) of certain facilities and improvements associated with the completion of the Baldwin Avenue railroad grade separation project, including the Baldwin Way Access Road of the new storm water pump station situated on Parcel A of Parcel Map No. 73961 recorded October 23, 2017.

As part of the improvements made by the developer of Parcel 2 (Baldwin Rose, L.P.) under their entitlements, access to the City Storm Drain Pump Station situated on Parcel A of Parcel Map No. 73961 was encumbered. Staff worked with the Baldwin Rose, L.P. and all parties agreed an access easement across Parcel 2 (owned by Baldwin Rose, L.P.) granted to the City would provide the required access to the City-owned storm water pump station.

DISCUSSION

The recommended action to accept the Easement for access purposes to City-owned Parcel A on Parcel Map No. 73961 is necessary to comply with the El Monte Utility Department and project requirements.

The final form of the legal description for the access easement across on Parcel 2 to City-owned Parcel A will be verified and confirmed by the City Engineer prior to the recordation of the Access Easement with the County of Los Angeles Recorder's Office.

Upon the motion of City Council granting consent to the recordation of the Access Easement for access to the City storm water pump station on Parcel A of Parcel Map No. 73961, City staff will confirm that the written instrument, in which the property owner formally conveys to the City the access easement on Parcel 2 of Parcel Map No. 73961, has been fully executed and recorded with the Los Angeles County Recorder's Office. Baldwin Rose, L.P.; the Developer of the property located at 4102 Baldwin Avenue is responsible for the construction and installation of the improvements required in the Planning Commission Resolution No. 3430 along their property frontage of Parcel A including the required City access at no cost or expense to the City.

FISCAL IMPACT/FINANCING

Approval of the recommended action will have no adverse fiscal impact and impose no direct cost on the City. The Developer is solely responsible for the cost associated with preparation of the Access Easement documents, the construction of the improvements for the residential development, including the improvements fronting Parcel A of Parcel Map No. 73961, and recordation of the Access Easement documents.

CONCLUSION

If the recommended action is approved, City staff will forward the Access Easement documents to the City Manager's office to be executed by the City Manager, or her designee, for recordation by the County of Los Angeles.

HONORABLE MAYOR AND CITY COUNCIL
MAY 18, 2020
PAGE 3

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

- Attachment 1 – Resolution
- Attachment 2 – Exhibits A & B for Access Easement
- Attachment 3 – Easement Deed
- Attachment 4 – Recorded Parcel Map No. 73961

DATE: JUNE 2, 2020	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
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<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF AN IRREVOCABLE OFFER OF DEDICATION OF A SEGMENT OF PARCEL NUMBER 8577-012-045 FOR PURPOSES OF CITY ACCESS AND MAINTENANCE OF AN EXISTING STORM DRAIN PUMP STATION

WHEREAS, Resolution No. 3430 of the Planning Commission of the City of El Monte (“City”) conditionally approved Tentative Tract Map 73961 including the proposed development of the property located at 9960 Bessie Avenue, 4103-4163 Baldwin Avenue, 10020 Bessie Avenue, and 4102-4156 Baldwin Avenue for the construction of a 55-unit veterans affordable housing development on two (2) sites totaling 3.71 acres within the C-3 General Commercial Zone (the “Project”); and

WHEREAS, an existing City Storm Drain Pump Station is located on City-owned Parcel A of Tract Map No. 73961 recorded October 23, 2017; and

WHEREAS, Baldwin Rose, L.P. is responsible for the construction and installation of the improvements required in Planning Commission Resolution 3430 along the property frontage of Parcel A including the required City access to the Storm Drain Pump Station; and

WHEREAS, at the October 10, 2017 City Council meeting, City Council approved the adoption of a Resolution authorizing the City Manager to accept the transfer from Alameda Corridor East Construction Authority (“ACE”) of certain facilities and improvements associated with the completion of the Baldwin Avenue railroad grade separation project, including the Baldwin Way Access Road of the Storm Drain Pump Station situated on Parcel A of Parcel Map No. 73961; and

WHEREAS, the Project developer Baldwin Rose, L.P., as part of the improvements it made under its entitlements for the Project, access to the City Storm Drain Pump Station was encumbered; and

WHEREAS, City and Baldwin Rose, L.P. agreed an access easement across Parcel 2, owned by Baldwin Rose, L.P. would be granted to the City to provide the required access to the City Storm Drain Pump Station on City-owned Parcel A; and

WHEREAS, Government Code section 7050 authorizes the creation of an irrevocable offer of dedication of land for any public purpose with the consent of the City, and Government Code section 27281 requires the City Council to accept such dedications by execution of a certificate of acceptance or resolution; and

WHEREAS, Baldwin Rose, L.P. has made an irrevocable offer of dedication of a segment of Los Angeles County Assessor Parcel No. 8577-012-045 for purposes of providing City access and maintenance of the Storm Drain Pump Station by executing

that certain "Easement Deed," which is attached and incorporated hereto as Exhibit "A"; and

WHEREAS, City staff has reviewed the documents and determined that the proposed access easement complies with the City's General Plan, Chapter 16.34 of the El Monte Municipal Code and Section 55476 of the California Subdivision Map Act; and

WHEREAS, pursuant to California Environmental Quality Act ("CEQA") and Section 15061(b)(3) of the State CEQA Guidelines, CEQA applies only to projects which have the potential for causing a significant effect on the environment, and since City Staff has determined that the dedication of this public right-of-way will have no possible significant effects on the environment, the acceptance of this public right-of-way is not subject to CEQA; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred, and the irrevocable offer of an Easement Deed for purposes of providing City access and maintenance of the Storm Drain Pump Station is now ready for acceptance and recordation.

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

SECTION 1. Incorporation of Recitals. The City Council hereby finds and determines that the recitals above are true and correct and hereby incorporates them into this Resolution as though fully set forth herein.

SECTION 2. CEQA Compliance. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that this dedication of property for City access and maintenance purposes will have a significant effect on the environment, because acceptance of the dedication will not in and of itself cause any change in the environment. Therefore, pursuant to 14 CCR § 15061(b)(3), no further action is required under CEQA.

SECTION 3. Acceptance of Dedication. In accordance with the provisions of Government Code section 7050, the City hereby accepts the irrevocable offer of an Easement Deed for City access and maintenance of the City Storm Drain Pump Station, which is attached and incorporated hereto as Exhibit "A." The City Council hereby authorizes the City Manager to execute the Certificate of Acceptance for the Easement Deed on behalf of the City.

SECTION 4. Recordation of Acceptance. Upon City Manager's execution of the Certificate of Acceptance, the City Council directs the City Clerk to cause recordation of this Resolution, the Certificate of Acceptance, the Easement Deed and any such other documents and instruments as may be necessary, with the Office of the Clerk-Recorder of the County of Los Angeles.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of El Monte at its regular meeting of this _____ day of _____ 2020.

Andre Quintero, Mayor

ATTEST:

Catherine A. Eredia, City Clerk

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

I, Catherine A. Eredia, City Clerk, City Clerk of the City of EL Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the ___th day of _____ 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia, City Clerk

Exhibit "A"
Easement Deed

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS EASEMENT FOR PUMP STATION

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 73961, IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 394 PAGES 83 TO 86, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL A OF SAID PARCEL MAP; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A SOUTH 18°02'22" WEST 28.08 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE

1. CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 18°02'22" WEST 12.00 FEET; THENCE
2. LEAVING SAID NORTHWESTERLY LINE NORTH 71°56'33" WEST 6.95 FEET TO A LINE PARALLEL WITH AND 6.95 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLE TO, SAID NORTHWESTERLY LINE; THENCE
3. ALONG SAID PARALLEL LINE NORTH 18°02'58" EAST 12.00 FEET TO A LINE PARALLEL WITH AND 12.00 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLE TO, THE HEREINABOVE DESCRIBED COURSE OF NORTH 71°56'33" WEST 6.95 FEET; THENCE
4. ALONG LAST SAID PARALLEL LINE SOUTH 71°56'33" EAST 6.95 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 83 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

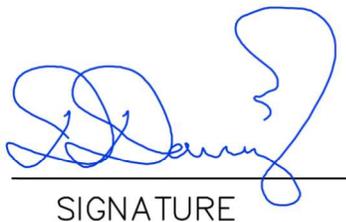

SIGNATURE



EXHIBIT "B"

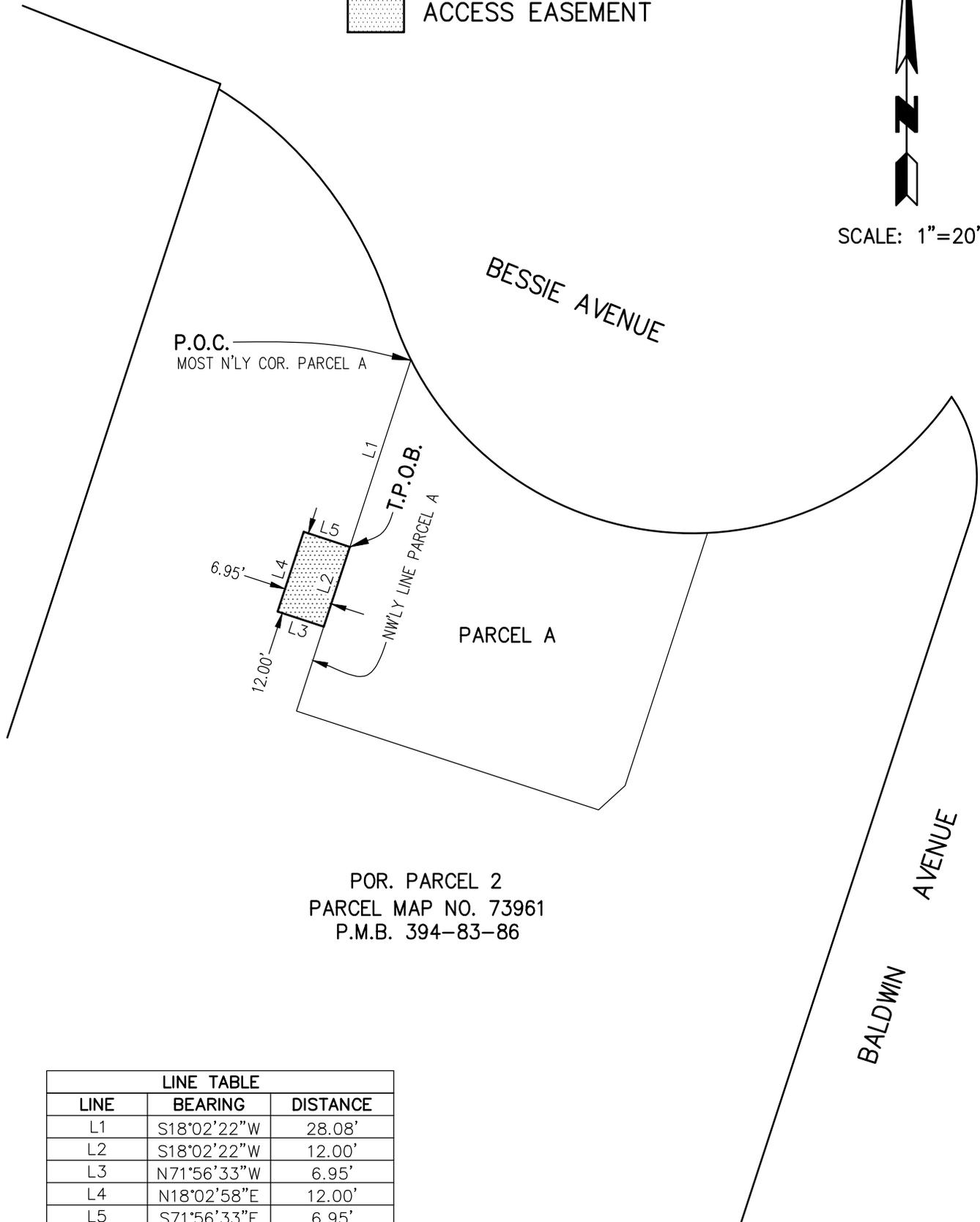
IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



ACCESS EASEMENT



SCALE: 1"=20'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°02'22"W	28.08'
L2	S18°02'22"W	12.00'
L3	N71°56'33"W	6.95'
L4	N18°02'58"E	12.00'
L5	S71°56'33"E	6.95'

RECORDING REQUESTED BY

BALDWIN ROSE, L.P.

WHEN RECORDED MAIL TO:

BALDWIN ROSE, L.P.
C/O MERCY HOUSING OF CALIFORNIA
1500 S. GRAND AVENUE, SUITE 100
LOS ANGELES, CA 90015

APN NO. 8577-012-045

EASEMENT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ 0 CITY TAX \$ 0

computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,

Unincorporated area: X City of El Monte, and

THIS IS A CONVEYANCE OF AN EASEMENT AND THE CONSIDERATION AND VALUE IS LESS THAN \$100.00, R & T 11911.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

BALDWIN ROSE, L.P. A California Limited Partnership

Hereby GRANT(s) to

CITY OF EL MONTE, a municipal corporation, an easement for access and maintenance of a Storm Drain Pump Station purposes, over, under and across the following described real property in the County of Los Angeles, State of California:

That portion of Land within Parcel 2 of Parcel Map No. 73961, as shown on map recorded in Book 394, Pages 83 to 86 of Parcel Maps, records of said County.

FOR COMPLETE LEGAL DESCRIPTION AND DEPICTION, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

Dated _____

GRANTOR:

BALDWIN ROSE, L.P.
A CALIFORNIA LIMITED PARTNERSHIP

BY: _____

Print Name: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted by the CITY OF EL MONTE, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Name: Alma K. Martinez

Title: City Manager

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS EASEMENT FOR PUMP STATION

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 73961, IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 394 PAGES 83 TO 86, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL A OF SAID PARCEL MAP; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A SOUTH 18°02'22" WEST 28.08 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE

1. CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 18°02'22" WEST 12.00 FEET; THENCE
2. LEAVING SAID NORTHWESTERLY LINE NORTH 71°56'33" WEST 6.95 FEET TO A LINE PARALLEL WITH AND 6.95 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLE TO, SAID NORTHWESTERLY LINE; THENCE
3. ALONG SAID PARALLEL LINE NORTH 18°02'58" EAST 12.00 FEET TO A LINE PARALLEL WITH AND 12.00 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLE TO, THE HEREINABOVE DESCRIBED COURSE OF NORTH 71°56'33" WEST 6.95 FEET; THENCE
4. ALONG LAST SAID PARALLEL LINE SOUTH 71°56'33" EAST 6.95 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 83 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

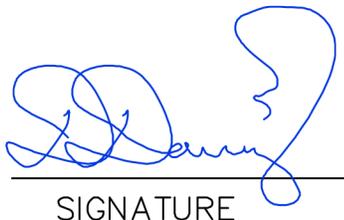

SIGNATURE



EXHIBIT "B"

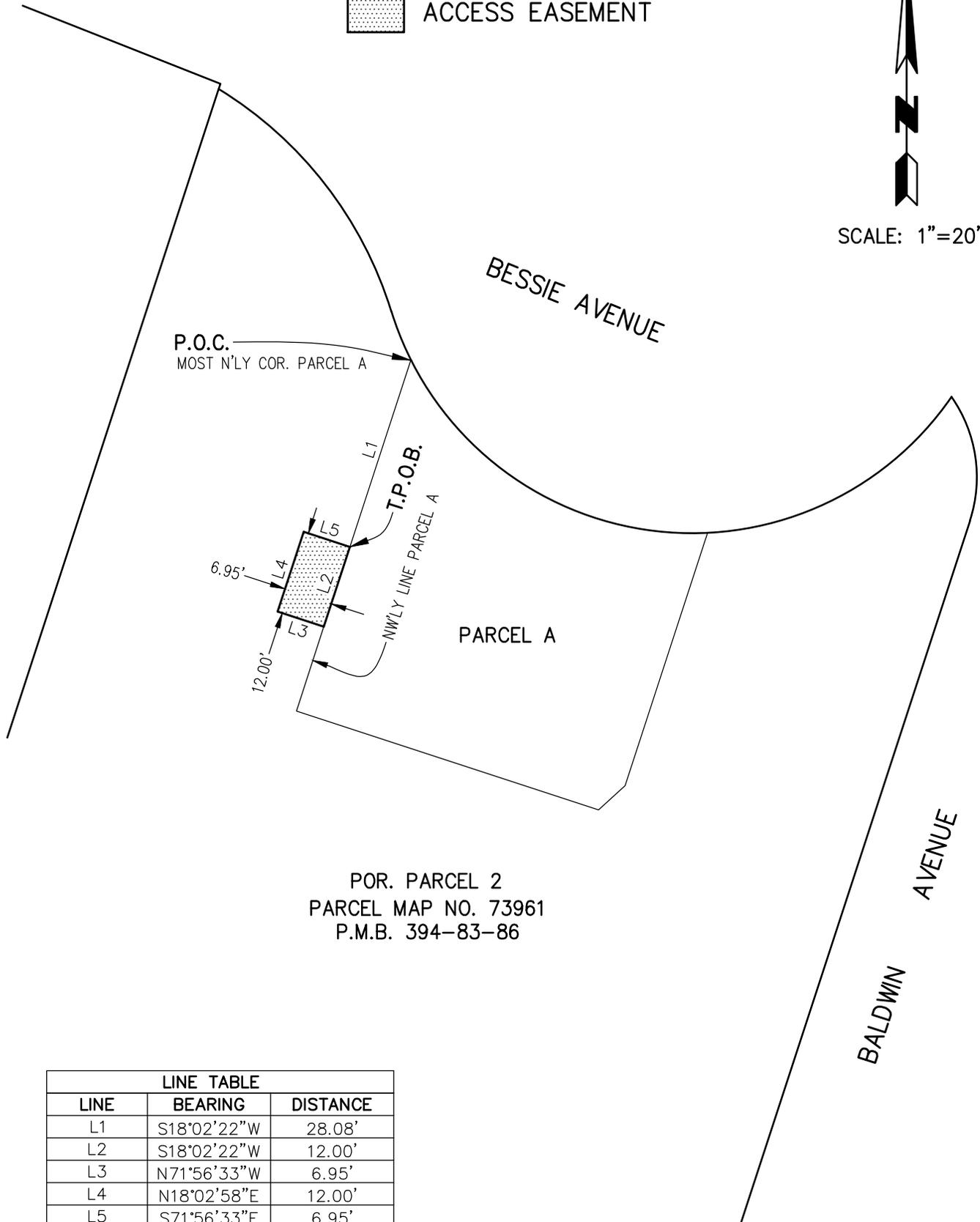
IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



ACCESS EASEMENT



SCALE: 1"=20'



POR. PARCEL 2
PARCEL MAP NO. 73961
P.M.B. 394-83-86

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°02'22"W	28.08'
L2	S18°02'22"W	12.00'
L3	N71°56'33"W	6.95'
L4	N18°02'58"E	12.00'
L5	S71°56'33"E	6.95'

NUMBERED PARCELS: 2
LETTERED PARCEL: 1
AREA: 3.587 ACRES

PARCEL MAP NO. 73961

SHEET 1 OF 4 SHEETS

IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 75 THROUGH 100, INCLUSIVE, OF TRACT NO. 7007, AS PER MAP
RECORDED IN BOOK 85, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

UNITED CIVIL, INC. ARMANDO D. DUPONT, LS 7780 JUNE 2017



FILED
AT REQUEST OF OWNER
598
IN BOOK 394
AT PAGE 83-84
OF PARCEL MAPS
LOS ANGELES COUNTY, CA
Registrar-Recorder/County Clerk
by KLODEZ
DATE 10/23/17
FEE \$ 17.00
D.A. FEE Code 20 \$ 3.00

OWNERSHIP STATEMENT:

WE THE UNDERSIGNED BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION OF THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY DEDICATE IN FEE SIMPLE TO THE CITY OF EL MONTE: PARCEL A.

WE ALSO HEREBY DEDICATE TO THE CITY OF EL MONTE, EASEMENTS FOR EMERGENCY ACCESS AND FIRE LANE PURPOSES AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF EL MONTE, EASEMENT FOR STORM DRAIN PURPOSES AS SHOWN ON SAID MAP.

ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY, ON BEHALF OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, A CALIFORNIA JOINT POWERS AUTHORITY

BY: Mark Christoffels BY: _____
NAME & TITLE: CEO NAME & TITLE:

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN OCTOBER, 2015 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MERCY HOUSING CALIFORNIA, INC. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN TWELVE MONTHS FROM THE FILING DATE OF THIS MAP; THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT THE NOTES FOR ALL CENTERLINE MONUMENTS AND FOR ALL CENTERLINE TIE MONUMENTS WILL BE ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY SURVEYOR WITHIN TWELVE MONTHS FROM THE FILING DATE SHOWN HEREON.

Armando D. Dupont 10/12/17
DATE
ARMANDO D. DUPONT, P.L.S.
P.L.S. NO. 7780 EXPIRATION: 12/31/17



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTER LINE OF EUNICE AVENUE, BEING N18°02'30"E PER MAP RECORDED IN BOOK 85 PAGE 30 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF EL MONTE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Jonathan T. Wu 10/18/17
DATE
JONATHAN T. WU, P.E.
CITY ENGINEER, CITY OF EL MONTE
R.C.E. NO. 54747 EXPIRATION: 12/31/17



CONTRACT CITY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL SUBDIVISION ORDINANCES AND THAT IT IS TECHNICALLY CORRECT.

David O. Knell 10-18-2017
DATE
DAVID O. KNELL, P.L.S.
CONTRACT CITY SURVEYOR, CITY OF EL MONTE
P.L.S. NO. 5301



CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF EL MONTE BY MOTION PASSED ON THIS DAY OF OCTOBER 17, 2017, APPROVED THE ATTACHED MAP.

AND DID ACCEPT, IN FEE SIMPLE, PARCEL A AS DEDICATED, THE EASEMENTS FOR EMERGENCY ACCESS AND FIRE LANE PURPOSES AS DEDICATED, AND THE EASEMENT FOR STORM DRAIN PURPOSES AS DEDICATED, ALL AS SHOWN ON SAID MAP.

WE HEREBY ABANDON PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP ACT: EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A STORM DRAIN PUMP STATION AND INCIDENTAL PURPOSES RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629964 OF OFFICIAL RECORDS, NOT SHOWN ON SAID MAP.

Jonathan Hawes 10/18/17
DATE
JONATHAN HAWES
CITY CLERK, CITY OF EL MONTE

CITY PLANNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF PARCEL MAP NO. 73961 APPROVED AT A MEETING HELD ON THE 22ND DAY OF MARCH, 2016, I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

Jason Mikaelian 10/18/17
DATE
JASON MIKAEILIAN
PLANNING SERVICES MANAGER, CITY OF EL MONTE

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF EL MONTE, TO WHICH THE REAL PROPERTY INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

John Long 10/18/2017
DATE
JOHN LONG
CITY MANAGER / FINANCE DIRECTOR, CITY OF EL MONTE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: Juliano Palomo 10/23/17
DEPUTY DATE



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ EXEMPT HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL NO. 73961 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: Juliano Palomo 10/23/17
DEPUTY DATE



A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }
ON October 18, 2017 BEFORE ME, Amy Elizabeth Hanson, NOTARY PUBLIC,
PERSONALLY APPEARED Mark Christoffels

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

Amy Elizabeth Hanson
NOTARY PUBLIC IN AND FOR SAID STATE

PRINT NAME: Amy Elizabeth Hanson
MY PRINCIPAL PLACE OF BUSINESS
IS IN Los Angeles COUNTY
MY COMMISSION EXPIRES Feb. 17, 2021
MY COMMISSION NO. 2180494

SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, (a)(3)(A)-(VII) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

TITLE GUARANTEE & TRUST COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITIES AND RIGHT TO DRILL FOR OIL, NAPHTHA, GAS OR OTHER KINDRED SUBSTANCES DEPOSITED, RECORDED JUNE 5, 1924 AS INSTRUMENT NO. 58339, JUNE 9, 1926 AS INSTRUMENT NO. 98357, JUNE 21, 1926 AS INSTRUMENT NO. 98697, AUGUST 3, 1926 AS INSTRUMENT NO. 104322, AUGUST 26, 1926 AS INSTRUMENT NO. 104323, SEPTEMBER 30, 1926 AS INSTRUMENT NO. 106244, OCTOBER 23, 1926 AS INSTRUMENT NO. 107472, JANUARY 27, 1927 AS INSTRUMENT NO. 111802 AND 113780, MARCH 30, 1928 AS INSTRUMENT NO. 141478, OCTOBER 4, 1928 AS INSTRUMENT NO. 153546, DECEMBER 28, 1928 AS INSTRUMENT NO. 158206, JANUARY 26, 1929 AS INSTRUMENT NO. 160214, APRIL 11, 1930 AS INSTRUMENT NO. 185762, JULY 29, 1936 AS INSTRUMENT NO. 10232-E, SEPTEMBER 10, 1936 AS INSTRUMENT NO. 12554-E, JANUARY 14, 1937 AS INSTRUMENT NO. 503-F, JANUARY 27, 1940 AS INSTRUMENT NO. 1206-1, ALL OF TORRENS.

TITLE GUARANTEE & TRUST COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND RIGHT TO DRILL FOR OIL, NAPHTHA, GAS OR OTHER KINDRED SUBSTANCES DEPOSITED, BY DEEDS RECORDED JANUARY 11, 1927 IN BOOK 6172, PAGE 99 AND RECORDED AUGUST 8, 1928 IN BOOK 7119, PAGE 368, BOTH OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA TELEPHONE COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, RECORDED FEBRUARY 14, 1939 IN BOOK 16309 PAGE 307 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITIES, RECORDED JULY 29, 1957 IN BOOK 55183, PAGE 277, AND RECORDED JUNE 26, 1986 AS INSTRUMENT NO. 86-802114, BOTH OF OFFICIAL RECORDS.

CALIFORNIA-AMERICAN WATER COMPANY, HOLDER OF AN EASEMENT FOR WATER LINE, RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629960 OF OFFICIAL RECORDS.

CITY OF EL MONTE, A MUNICIPAL CORPORATION, HOLDER OF EASEMENTS FOR STORM DRAIN LATERAL, RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629961, STORM DRAIN PUMP STATION, RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629964, SLOPE, RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629965 AND 20151629967, SANITARY SEWER, RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629966, ALL OF OFFICIAL RECORDS.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITICAL, HOLDER OF EASEMENTS FOR STORM DRAIN AND APPURTENANT STRUCTURES, AND FOR INGRESS AND EGRESS PURPOSES, RECORDED October 15, 2017 AS INSTRUMENT NO. 2017176672 OF OFFICIAL RECORDS.

THE SIGNATURE OF TITLE GUARANTEE & TRUST COMPANY, HOLDER OF OIL, NAPHTHA, GAS OR OTHER KINDRED SUBSTANCES DEPOSITED, RECORDED JUNE 5, 1924 AS INSTRUMENT NO. 58339, JUNE 9, 1926 AS INSTRUMENT NO. 98357, JUNE 21, 1926 AS INSTRUMENT NO. 98697, AUGUST 3, 1926 AS INSTRUMENT NO. 104322, AUGUST 26, 1926 AS INSTRUMENT NO. 104323, SEPTEMBER 30, 1926 AS INSTRUMENT NO. 106244, OCTOBER 23, 1926 AS INSTRUMENT NO. 107472, JANUARY 27, 1927 AS INSTRUMENT NO. 111802 AND 113780, MARCH 30, 1928 AS INSTRUMENT NO. 141478, OCTOBER 4, 1928 AS INSTRUMENT NO. 153546, DECEMBER 28, 1928 AS INSTRUMENT NO. 158206, JANUARY 26, 1929 AS INSTRUMENT NO. 160214, APRIL 11, 1930 AS INSTRUMENT NO. 185762, JULY 29, 1936 AS INSTRUMENT NO. 10232-E, SEPTEMBER 10, 1936 AS INSTRUMENT NO. 12554-E, JANUARY 14, 1937 AS INSTRUMENT NO. 503-F, JANUARY 27, 1940 AS INSTRUMENT NO. 1206-1, ALL OF TORRENS, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT.

THE SIGNATURE OF TITLE GUARANTEE & TRUST COMPANY, HOLDER OF OIL, NAPHTHA, GAS OR OTHER KINDRED SUBSTANCES DEPOSITED BY DEEDS RECORDED JANUARY 11, 1927 IN BOOK 6172, PAGE 99, AND RECORDED AUGUST 8, 1928 IN BOOK 7119, PAGE 368, BOTH OF OFFICIAL RECORDS, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT.

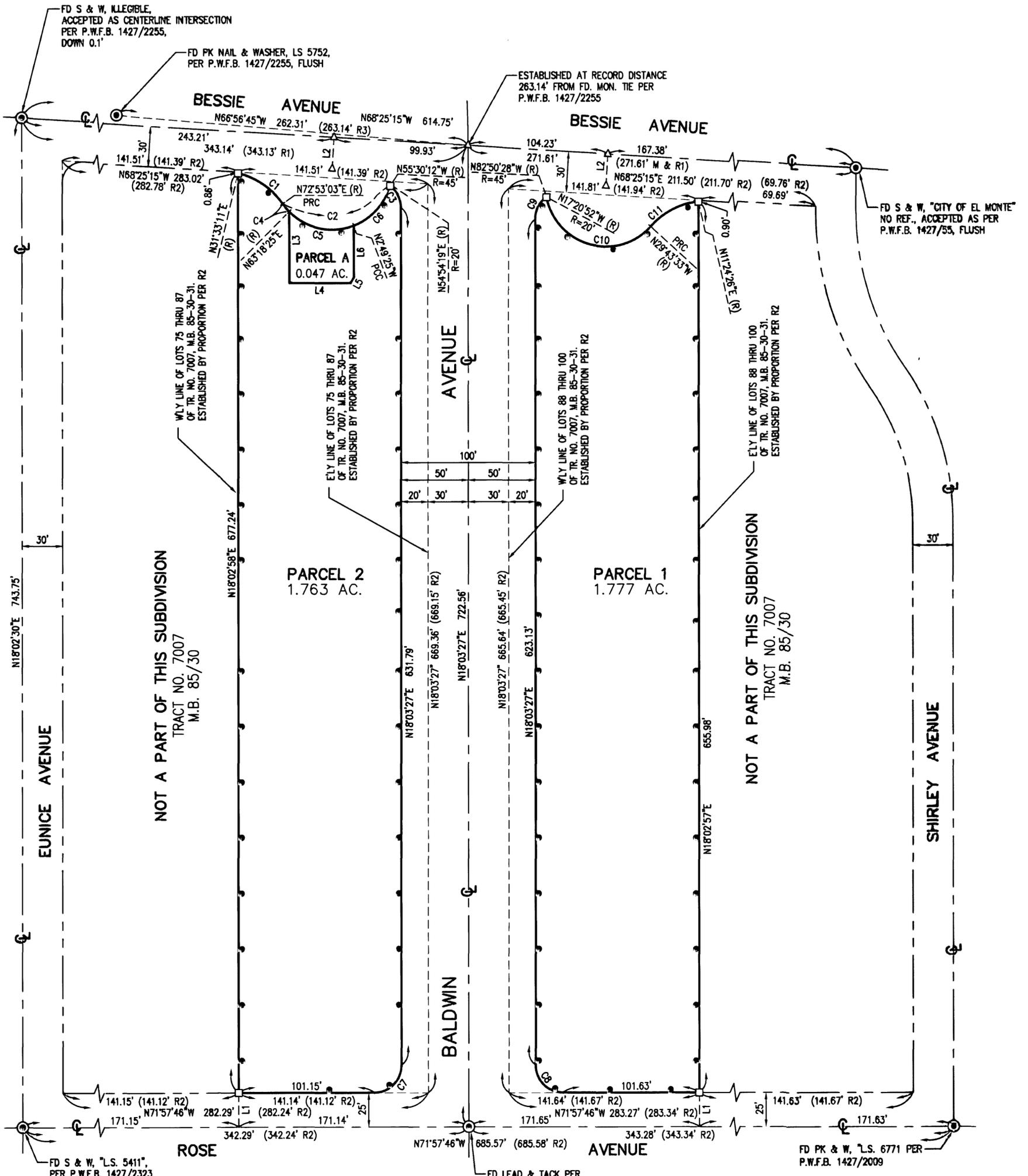
Map / Grant

NUMBERED PARCELS: 2
LETTERED PARCEL: 1
AREA: 3.587 ACRES

SHEET 2 OF 4 SHEETS

PARCEL MAP NO. 73961

IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
BOUNDARY ESTABLISHMENT

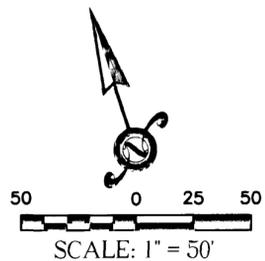


MONUMENT SYMBOLS:

- ⊙ - FD MONUMENT AS NOTED
- - SET 2" IRON PIPE TAGGED, "LS 7780", FLUSH
- △ - SET GEAR SPIKE & WASHER, TAGGED "LS 7780"
- (R1) = RECORD PER R.D.F.B. 1427/48-49
- (R2) = RECORD PER TRACT NO. 7007, M.B. 85/30-31
- (R3) = RECORD PER P.W.F.B. 1427/2255
- M = MEASURED

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	32.21'	57.00'	32°22'23"
C2	100.84'	45.00'	128°23'15"
C3	18.55'	20.00'	53°09'08"
C4	7.52'	45.00'	9°34'38"
C5	51.94'	45.00'	66°07'50"
C6	41.37'	45.00'	52°40'46"
C7	31.41'	20.00'	89°58'47"
C8	31.42'	20.00'	90°01'13"
C9	19.06'	20.00'	54°35'41"
C10	99.66'	45.00'	126°53'05"
C11	40.92'	57.00'	41°07'59"

LINE TABLE

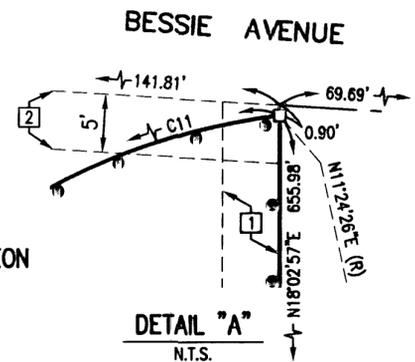
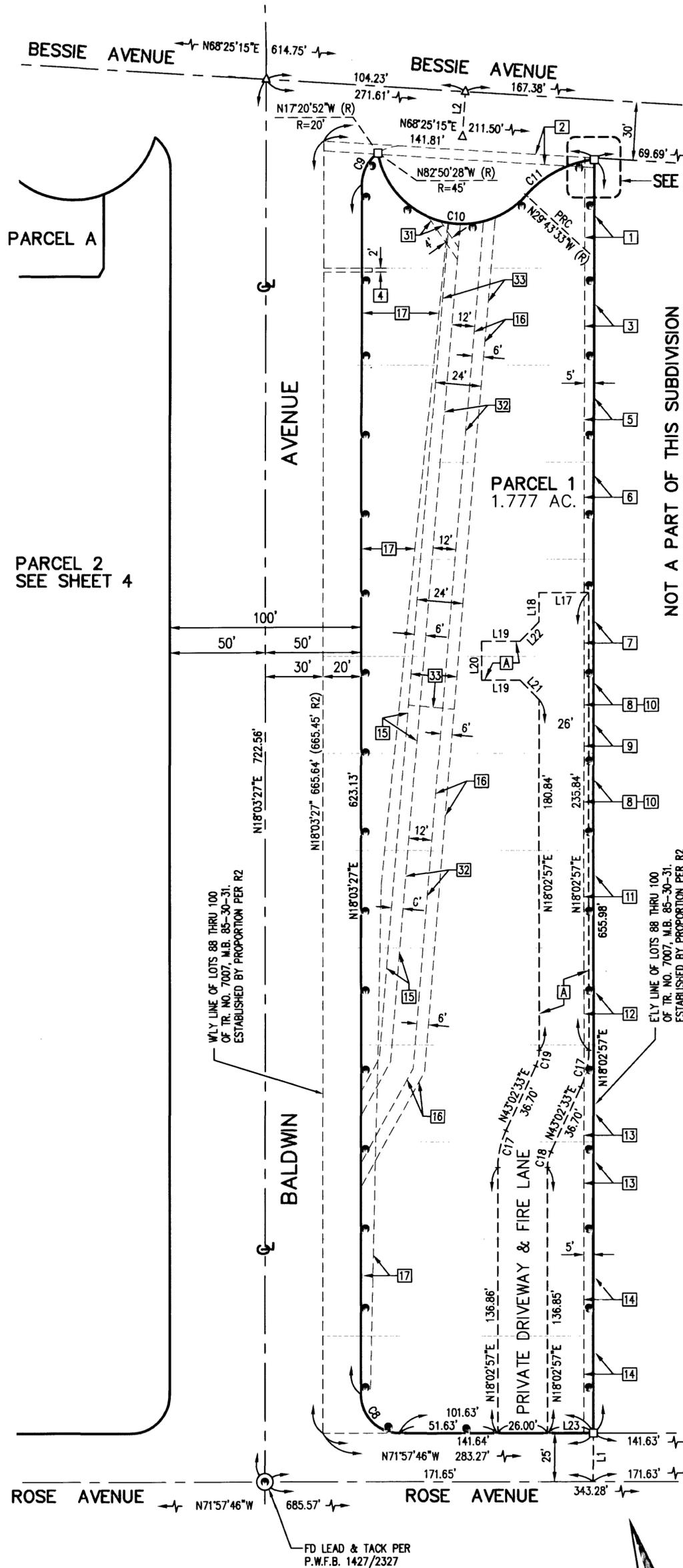
LINE	LENGTH	BEARING
L1	25.00'	N16°02'14"E
L2	23.23'	N21°34'45"E
L3	52.77'	N16°02'22"E
L4	45.46'	N71°32'43"W
L5	5.14'	N47°24'04"E
L6	37.98'	N16°03'38"E

NUMBERED PARCELS: 2
LETTERED PARCEL: 1
AREA: 3.587 ACRES

SHEET 3 OF 4 SHEETS

PARCEL MAP NO. 73961

IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C8	31.42'	20.00'	90°01'13"
C9	19.06'	20.00'	54°35'41"
C10	99.66'	45.00'	126°53'05"
C11	40.92'	57.00'	41°07'59"
C17	19.63'	45.00'	24°59'36"
C18	8.29'	19.00'	24°59'35"
C19	8.29'	19.00'	24°59'36"

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N18°02'14"E
L2	23.23'	N21°34'45"E
L17	26.00'	N71°57'03"W
L18	15.00'	N18°02'57"E
L19	20.00'	N71°57'03"W
L20	20.00'	N18°02'57"E
L21	14.14'	N26°57'03"W
L22	14.14'	N63°02'57"E
L23	24.00'	N71°57'46"W

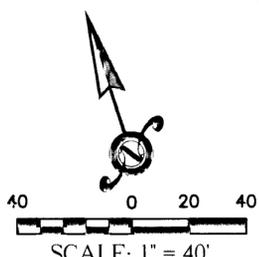
NOT A PART OF THIS SUBDIVISION
TRACT NO. 7007
M.B. 85/30

EASEMENTS

- [1] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED JANUARY 27, 1940 AS DOCUMENT NO. 1206-1 OF TORRENS.
- [2] EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED JUNE 26, 1986 AS INSTRUMENT NO. 86-802114 OF OFFICIAL RECORDS.
- [3] EASEMENT TO TG&T CO. FOR UTILITIES RECORDED JANUARY 7, 1927 AS INSTRUMENT NO. 111802 OF TORRENS.
- [4] EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED JULY 29, 1957 IN BOOK 55183 PAGE 277 OF OFFICIAL RECORDS.
- [5] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED JANUARY 26, 1929 AS DOCUMENT NO. 180214 OF TORRENS.
- [6] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED JUNE 26, 1926 AS DOCUMENT NO. 98697 OF TORRENS.
- [7] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED JUNE 09, 1926 AS INSTRUMENT NO. 98357 OF TORRENS.
- [8] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED AUGUST 3, 1926 AS INSTRUMENT NO. 104322 OF TORRENS.
- [9] EASEMENT TO SOUTHERN CALIFORNIA TELEPHONE COMPANY, FOR POLE LINES AND CONDUITS RECORDED IN BOOK 16309, PAGE 307 OF OFFICIAL RECORDS.
- [10] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED AUGUST 26, 1926 AS INSTRUMENT NO. 104323 OF TORRENS.
- [11] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED OCTOBER 4, 1928 AS INSTRUMENT NO. 153546 OF TORRENS.
- [12] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED OCTOBER 23, 1926 AS INSTRUMENT NO. 107472 OF TORRENS.
- [13] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED MARCH 30, 1928 AS INSTRUMENT NO. 141478 OF TORRENS.
- [14] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED JUNE 5, 1924 AS INSTRUMENT NO. 58339 OF TORRENS.
- [15] EASEMENT TO CALIFORNIA-AMERICAN WATER COMPANY FOR WATER LINE RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629960 OF OFFICIAL RECORDS.
- [16] EASEMENT FOR SANITARY SEWER, MAINTENANCE AND REPLACEMENT RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629966 OF OFFICIAL RECORDS.
- [17] EASEMENT FOR SLOPE AND MAINTENANCE RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629967 OF OFFICIAL RECORDS.
- [20] EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED IN BOOK 7119, PAGE 368 OF OFFICIAL RECORDS.
- [31] EASEMENT FOR STORM DRAIN LATERAL, MAINTENANCE AND REPLACEMENT RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629961 OF OFFICIAL RECORDS.
- [32] EASEMENT TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR STORM DRAIN AND APPURTENANT STRUCTURES RECORDED *October 13*, 2017 AS INSTRUMENT NO. *20171176672* OF OFFICIAL RECORDS.
- [33] EASEMENT TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR INGRESS AND EGRESS PURPOSES RECORDED *October 13*, 2017 AS INSTRUMENT NO. *20171176672* OF OFFICIAL RECORDS.

EASEMENT NOTES

- [A] AN EASEMENT DEDICATED HEREON TO THE CITY OF EL MONTE FOR EMERGENCY ACCESS AND FIRE LANE PURPOSES AS SHOWN ON THIS MAP.

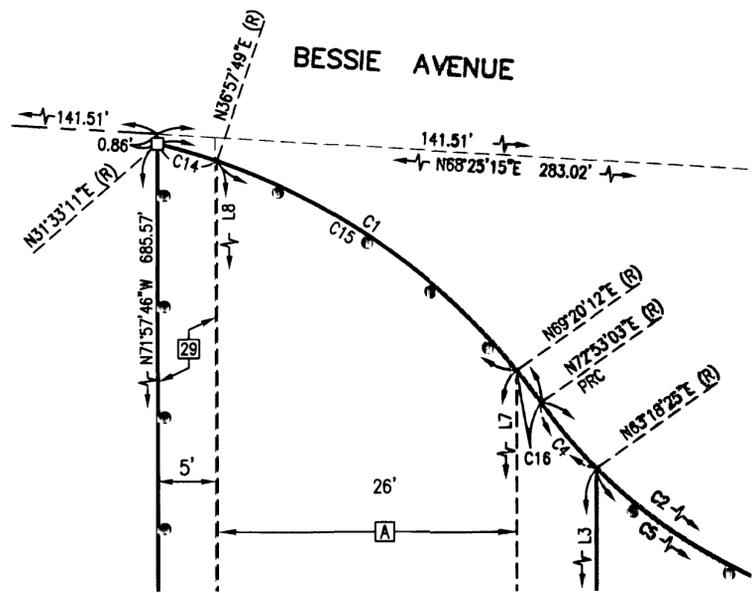
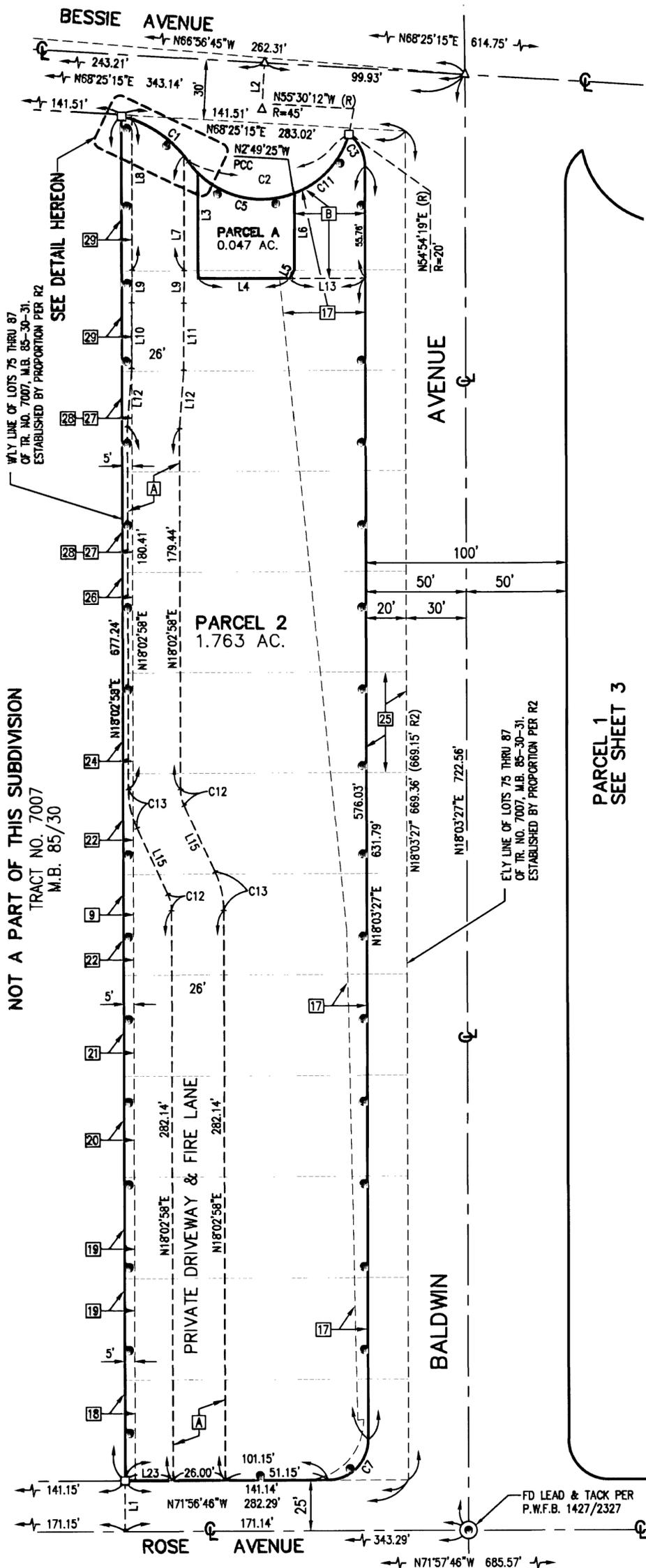


NUMBERED PARCELS: 2
LETTERED PARCEL: 1
AREA: 3.587 ACRES

SHEET 4 OF 4 SHEETS

PARCEL MAP NO. 73961

IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



DETAIL "B"
N.T.S.

EASEMENTS

- 9 EASEMENT TO SOUTHERN CALIFORNIA TELEPHONE COMPANY, FOR POLE LINES AND CONDUITS RECORDED IN BOOK 16309, PAGE 307 OF OFFICIAL RECORDS.
- 17 EASEMENT FOR SLOPE AND MAINTENANCE RECORDED DECEMBER 28, 2015 AS INSTRUMENT NO. 20151629967 OF OFFICIAL RECORDS.
- 18 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED JANUARY 11, 1927 IN BOOK 6172, PAGE 99 OF OFFICIAL RECORDS.
- 19 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED DECEMBER 28, 1928 AS INSTRUMENT NO. 158206 OF TORRENS
- 20 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED IN BOOK 7119, PAGE 368 OF OFFICIAL RECORDS.
- 21 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED JANUARY 27, 1927 AS INSTRUMENT NO. 113780 OF TORRENS
- 22 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED SEPTEMBER 10, 1936 AS INSTRUMENT NO. 12554-E OF TORRENS.
- 24 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED JULY 29, 1936 AS INSTRUMENT NO. 10232-E OF TORRENS.
- 25 EASEMENT FOR STREET PURPOSES RECORDED JULY 19, 1978 AS INSTRUMENT NO. 78-782989 OF OFFICIAL RECORDS.
- 26 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED JANUARY 14, 1937 AS INSTRUMENT NO. 503-F OF TORRENS
- 27 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED SEPTEMBER 30, 1926 AS INSTRUMENT NO. 106244 OF TORRENS.
- 28 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED OCTOBER 1, 1926 IN BOOK 4717, PAGE 71 OF OFFICIAL RECORDS.
- 29 EASEMENT TO TG&T CO. FOR PUBLIC UTILITIES RECORDED APRIL 11, 1930 AS INSTRUMENT NO. 185762 OF TORRENS.

LINE TABLE

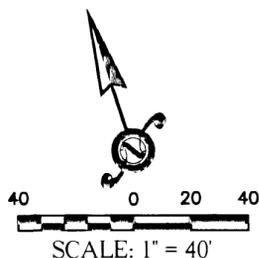
LINE	LENGTH	BEARING
L1	25.00'	N18°02'14"E
L2	23.23'	N21°34'45"E
L3	52.77'	N18°02'22"E
L4	45.46'	N71°52'43"W
L5	5.14'	N47°24'04"E
L6	37.98'	N18°03'38"E
L7	57.26'	N18°02'58"E
L8	75.26'	N18°02'58"E
L9	16.37'	N19°12'58"E
L10	32.63'	N18°02'58"E
L11	33.33'	N18°02'58"E
L12	29.06'	N22°19'31"E
L13	37.85'	N71°56'33"W
L15	36.29'	N6°57'02"W
L23	24.00'	N71°57'46"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	32.21'	57.00'	32°22'23"
C3	18.55'	20.00'	53°09'08"
C4	7.52'	45.00'	9°34'38"
C5	51.94'	45.00'	66°07'50"
C6	41.37'	45.00'	52°40'46"
C7	31.41'	20.00'	89°58'47"
C12	8.29'	19.00'	25°00'00"
C13	19.63'	45.00'	25°00'00"
C14	5.38'	57.00'	5°24'38"
C15	32.21'	57.00'	32°22'23"
C16	3.53'	57.00'	3°32'51"

EASEMENT NOTES

- A AN EASEMENT DEDICATED HEREON TO THE CITY OF EL MONTE FOR EMERGENCY ACCESS AND FIRE LANE PURPOSES AS SHOWN ON THIS MAP.
- B AN EASEMENT DEDICATED HEREON TO THE CITY OF EL MONTE FOR STORM DRAIN PURPOSES AS SHOWN ON THIS MAP.



NOT A PART OF THIS SUBDIVISION
TRACT NO. 7007
M.B. 85/30

PARCEL 1
SEE SHEET 3

WLY LINE OF LOTS 75 THRU 87
OF TR. NO. 7007, M.B. 85-30-31.
ESTABLISHED BY PROPORTION PER R2

ELY LINE OF LOTS 75 THRU 87
OF TR. NO. 7007, M.B. 85-30-31.
ESTABLISHED BY PROPORTION PER R2

PARCEL 2
1.763 AC.

PARCEL A
0.047 AC.



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 18, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION TO RECEIVE AND FILE A STORM DRAIN EASEMENT AND AGREEMENT FOR A NEW CITY STORM DRAIN LINE INSTALLED ACROSS PARCELS A, B, & C (APN'S 8577-007-021, 8577-007-022, & 8577-007-023) AS REQUIRED PER PROJECT CONDITION OF APPROVAL NO. 91 IN CITY COUNCIL RESOLUTION NO. 9893 FOR GLC EL MONTE, LLC – CONSTRUCTION OF TWO INDUSTRIAL BUILDINGS LOCATED AT 10150 LOWER AZUSA ROAD; INSTRUMENT NO. 20200536784 RECORDED MAY 15, 2020

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file recordation of a Storm Drain Easement and Agreement for a new City Storm Drain line installed across parcels A, B, & C (APN's 8577-007-021, 8577-007-022, & 8577-007-023); Instrument No. 20200536784 recorded May 15, 2020.

BACKGROUND

As part of the 10150 Lower Azusa Road Development Project conditions of approval, the Planning Commission required the design and construction of a new City Storm Drain pipeline through the proposed development and a minimum 20 foot-wide non-exclusive easement for this storm drain system pipeline and facilities and incidental purposes for all City storm drain lines that will be designed and constructed by the Developer and transferred to the City upon completion and acceptance.

The Storm Drain Easement crosses portions of Parcels 'A', 'B', and 'C' as shown in the certificate of compliance for lot line adjustment, in the City of El Monte, County of Los Angeles, State of California, recorded December 3, 2018, as Instrument No. 20181212656.

The Storm Drain Easement and Agreement is being presented to the City of El Monte as part of the requirement for construction of a new City Storm Drain pipeline conditioned for the development of the property at 10150 Lower Azusa Road to accommodate the proposed development and convey storm water discharge from the Shirley Avenue right-of-way to the Los Angeles Flood Control District facilities south of the proposed development. The recommended action would result in the City accepting the Storm Drain Easement and Agreement recorded as Instrument No. 20200536784 crossing segments of Parcel Parcels 'A', 'B', and 'C' for City use.

DISCUSSION

The Storm Drain Easement and Agreement executed by both parties was recorded May 15, 2020, as Instrument No. 20200536784.

FISCAL IMPACT/FINANCING

To receive and file this Storm Drain Easement and Agreement will have no adverse fiscal impact and impose no direct cost on the City. The Developer is solely responsible for the cost associated with the construction of the City Storm Drain pipeline improvements for the commercial development, including preparation of the Storm Drain Easement Exhibits across Parcel's "A", "B", and "C".

CONCLUSION

It is recommended City Council receive and file the Storm Drain Easement and Agreement recorded as Instrument No. 20200536784 in the County of Los Angeles.

HONORABLE MAYOR AND CITY COUNCIL
MAY 18, 2020
PAGE 3

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment 1 – Instrument No. 20200536784

DATE: JUNE 2, 2020	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	

This page is part of your document - DO NOT DISCARD



20200536784



Pages:
0022

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

05/15/20 AT 08:00AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	0.00



LEADSHEET



202005150220061

00018259092



010760477

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

101_5169035_1_1

RECORDING REQUESTED BY:

First American Title Insurance Company
National Commercial Services
3281 E. Guasti Road, Suite 440
Ontario, CA 91761

WHEN RECORDED MAIL TO:

CITY OF EL MONTE
ATTN: OFFICE OF CITY ATTORNEY
CITY HALL-WEST
11333 VALLEY BLVD.
EL MONTE, CALIFORNIA 91731

GRANT OF PUBLIC STORM DRAIN EASEMENT AND AGREEMENT

NCS-100133-ACM-ONT1

**FIRST AMERICAN TITLE COMPANY HAS RECORDED
THIS INSTRUMENT BY REQUEST AS AN ACCOM-
MODATION ONLY AND HAS NOT EXAMINED IT FOR
REGULARITY AND SUFFICIENCY OR AS TO ITS EFFECT
UPON THE TITLE TO ANY REAL PROPERTY THAT MAY
BE DESCRIBED HEREIN.**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

First American Title Insurance Company
National Commercial Services
3281 E. Guasti Road, Suite 440
Ontario, CA 91761

WHEN RECORDED MAIL TO:

CITY OF EL MONTE
ATTN: OFFICE OF CITY ATTORNEY
CITY HALL-WEST
11333 VALLEY BLVD.
EL MONTE, CALIFORNIA 91731

GRANT OF PUBLIC STORM DRAIN EASEMENT AND AGREEMENT

NCS-100133-ACM-ONT1

**FIRST AMERICAN TITLE COMPANY HAS RECORDED
THIS INSTRUMENT BY REQUEST AS AN ACCOM-
MODATION ONLY AND HAS NOT EXAMINED IT FOR
REGULARITY AND SUFFICIENCY OR AS TO ITS EFFECT
UPON THE TITLE TO ANY REAL PROPERTY THAT MAY
BE DESCRIBED HEREIN.**

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)**

**RECORDING REQUESTED BY:
AND WHEN RECORDED, MAIL TO:**

City of El Monte
Attn: Office of City Attorney
City Hall - West
11333 Valley Blvd.
El Monte, California 91731

(Space Above Line for Use by Recorder)

2020

**GRANT OF PUBLIC STORM DRAIN EASEMENT AND AGREEMENT
PARTIES: CITY OF EL MONTE AND GLC EL MONTE, LLC**

THIS 2020 GRANT OF PUBLIC STORM DRAIN EASEMENT AND AGREEMENT (the “**Agreement**”) is dated, for reference, as of April 15, 2020. GLC El Monte LLC, a Delaware limited liability company (herein, the “**Grantor**”) does hereby grant to the City of El Monte, a municipal corporation (herein, the “**City**”) a perpetual easement for public storm drain pipeline purposes, subject to the terms and provisions as set out below :

-- RECITALS --

A. The Grantor is the owner of the real property located in the City of El Monte, California, more particularly described in **Exhibit “A”** (the “**Grantor Property**”).

B. The Council of the City has adopted its City Council Resolution No. 9893, dated July 19, 2018, approving the development of the Goodman Logistics Center (“**Project**”) by Grantor, which requires Grantor to construct a new public Storm Drain pipeline on Grantor Property and grant to the City, a perpetual easement (“**Storm Drain Easement**”) to access the Storm Drain on the Grantor Property.

C. Grantor constructed an enclosed Storm Drain pipeline (“**Storm Drain Improvements**”) on the Grantor Property within certain strips of land as more particularly described in **Exhibit “B”** (the “**Storm Drain Easement Area**”).

D. GLC El Monte LLC as the Grantor in the within instrument, desires to set forth in this Agreement the terms and conditions of the use of the Storm Drain Easement Area and the Storm Drain Improvements including the use of the Grantor Property by Grantor above the Storm Drain Improvements and the maintenance, replacement and renewal of such facilities by City, on and across certain portions of the Grantor Property within the Storm Drain Easement Area.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS SET FORTH ABOVE, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, GLC EL MONTE LLC, AS GRANTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY GRANTS AS FOLLOWS:

1. Purpose of Grant of Easement and Agreement. The purpose of this Agreement is to grant the Storm Drain Easement to the City and to set forth the terms and conditions upon which the Grantor, as the developer of the Project on the Grantor Property, and its successors and assigns, shall use the land located above the Storm Drain Improvements situated within the Storm Drain Easement Area on the Grantor Property and to set forth certain other terms and conditions which are applicable to the Grantor, and the successors and assigns of the owner of the Grantor Property, in the use of the Grantor Property, subject to the right of the City to maintain, use, improve, renew and operate the Storm Drain Improvements set forth in Sections 2 and 3, below.

2. Grant of Easement. For valuable consideration, receipt of which is hereby acknowledged, the undersigned GLC El Monte LLC, as Grantor, does hereby grant to the City, a municipal corporation of the State of California, its successors or assigns, a perpetual easement for, and the right to use for, public storm drain purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of El Monte, County of Los Angeles, State of California, more particularly described in **Exhibit "B,"** attached hereto and made a part hereof by this reference. All City activities within the Storm Drain Easement Area authorized by this Agreement shall be at its own risk. The Storm Drain Easement rights granted to the City by the Grantor herein include the following:

- a. The right of ingress and egress, from the Storm Drain Easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with Grantor's reasonable use of the Grantor Property;
- b. The right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along and beside said Storm Drain Easement; and
- c. The right to deposit tools, implements and material there on.

The rights granted herein are for the benefit of the City, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said City, its successors or assigns, whenever and wherever necessary for the purposes set forth above.

3. Use of Storm Drain Easement and Storm Drain Easement Area by the City.

- a. The City shall use and operate the Storm Drain Easement Area and the Storm Drain Improvements located therein, exclusively for public storm drain purposes, in accordance with all applicable laws and covenants and without undue interference with the operations of Grantor, or its tenants, licensees, guests or invitees.
- b. The City shall also have the right from time-to-time to enter the Storm Drain Easement Area to maintain, construct, renew and to add new underground Storm Drain Improvements in the Storm Drain Easement Area upon

reasonable prior notice to the owner of the Grantor Property (except in the case of an emergency, such notice to be in writing, and identify the work to be undertaken and the estimated duration of such work). All such maintenance, construction and renewal work undertaken by the City shall be at no cost or expense to the owner of the Grantor Property subject to Section 4(d) and such work shall be completed by the City as promptly as reasonably feasible. During the course of performance of such maintenance, construction or renewal work, the City shall take reasonable action to protect the existing facilities and ground surface improvements of the then owner of the Grantor Property which are situated on the surface of the Storm Drain Easement Area. Upon the completion of any such work by the City within the Storm Drain Easement Area, the City shall cause the surface of the Storm Drain Easement Area which was affected by such work and any surface improvements of the owner of the Grantor Property located thereon, to be restored to substantially the same condition as existed prior to the commencement of such work by the City as promptly as reasonably feasible, at the City's expense.

- c. At all times during any modification, construction, inspection, repair, maintenance and/or removal of the Storm Drain Improvements, City shall keep in effect, at its sole cost and expense, reasonably satisfactory comprehensive general liability insurance covering the Storm Drain Improvements and the easement rights granted hereunder (with no exclusion for explosion, collapse, and underground perils) with primary coverage limits of not less than \$2,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence and of not less than \$5,000,000 in the aggregate and Umbrella Excess Liability insurance of not less than \$10,000,000 per occurrence and in the aggregate, such policies to include a waiver of subrogation endorsement. City shall also keep in effect, at its sole cost and expense, automobile liability insurance including coverage for owned, non-owned, and hired automobiles for both bodily injury and property damage, in accordance with state legal requirements, with limits of not less than \$1,000,000 per accident with respect to bodily injury, property damage or death and workers compensation and employer's liability insurance in accordance with applicable law. During any construction, removal, repair or maintenance work, on the Storm Drain Improvements, City shall also keep in effect, at its sole cost and expense, builder's risk coverage upon the Storm Drain Improvements with coverage limits of not less than \$5,000,000 and shall require all contractors involved therein to have in effect during the course of all work contractor's pollution liability coverage with policy limits not less than \$1,000,000 per claim and \$2,000,000 aggregate, provided that City may cause its contractors performing the work to maintain the required insurance. City shall name the owner of the Grantor Property, such subsidiaries, directors, members, managers, partners, officers and employees as additional insureds on such policies (excepting workers compensation / employer's liability insurance) and furnish Grantor with a certificate of insurance in respect of the same from time to time, on Grantor's request, as set forth below. Deductibles on such policies shall be reasonable in amount, with the deductible amount to be determined by Grantor from time to time in Grantor's reasonable discretion. At the request of Grantor, the minimum

coverage amounts set forth above shall be subject to commercially reasonable increases, from time to time. Nothing contained in these insurance requirements is to be construed as limiting the type, quality or quantity of insurance City should maintain or the extent of City's responsibility or liability for payment of damages resulting from its operations or at law. City may obtain required insurance by purchasing and maintaining commercial insurance ("**Commercial Insurance**") and, in such event, City shall provide Grantor with certificates of insurance issued by City's insurance carrier, showing such policies in force for the specified period and naming Grantor. In addition or in the alternative, City may elect to self-insure at its sole cost and expense rather than purchase Commercial Insurance, in accordance with California Government Code section 990 and any succeeding provision of California law, including by participation in public entity excess liability pool(s), provided (i) there is no gap in required insurance coverage, (ii) risks covered and self-insured against, and minimum coverage amounts / limits of liability and terms are no less than required and (iii) City provides an executed letter on appropriate letterhead addressed to Grantor, confirming City's self-insurance coverage and its right to self-insure, on Grantor's request from time to time.

- d. City agrees to indemnify, defend and hold the owner of the Grantor Property harmless from and against any claim made against Grantor for any loss or damage including without limitation, property damage, death or bodily injury suffered by the owner of the Grantor Property or any other person(s) as a result of City's use of the Storm Drain Easement or as a result of any modification, construction, inspection, repair, maintenance and/or removal of the Storm Drain Improvements. City's obligations hereunder shall include, without limitation, costs and fees of litigation and shall survive any termination, reconveyance, quitclaim, relinquishment or expiry of the Storm Drain Easement granted herein.

4. Use of the Surface of Storm Drain Easement Area by the Owner of the Grantor Property.

- a. The Grantor hereby reserves the right to use and improve the surface of the Storm Drain Easement Area for motor vehicle and trailer parking, ingress or egress, and other activities which are not so heavily loaded as to damage the Storm Drain Improvements or otherwise prevent the operation, maintenance or renewal of such Storm Drain Improvements. Except for structures and improvements in existence as of the date of this Agreement, Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement, (including but not limited to driveways), or private utilities over, across or upon the Storm Drain Easement without first providing at least thirty (30) calendar days' notice to City and obtaining written authorization from City, which shall not be unreasonably withheld, conditioned, or delayed. Grantor shall keep the Storm Drain Easement Area reasonably clear from any obstacles that will make the area inaccessible to City.

- b. Following at least thirty (30) calendar days' notice to City and obtaining written authorization from City, which shall not be unreasonably withheld, conditioned, or delayed, the Grantor may also construct, install, use, operate and maintain and grant other underground utility service facilities and grant other underground utility easements to third party utility service providers for on-site private utility structures appurtenant and for the benefit and use of the Grantor Property which cross-over or cross-under the Storm Drain Improvements, including new electrical conduits, subject to compliance by the owner of the Grantor Property (and/or such other third party utility service providers) with public storm drain regulations and standards of the City as applicable to such Storm Drain Improvements and the other on-site private utility facilities which benefit the Grantor Property.
- c. Other than City-approved connections to the Storm Drain Improvements identified in the plans dated as of January 10, 2019, which are on file with the City's Public Works and Engineering Department, Grantor shall not connect surface water discharges from the Grantor Property to the Storm Drain Improvements without prior written authorization from City, which shall not be unreasonably withheld, conditioned, or delayed.
- d. In the event Grantor engages in activities on the Grantor Property or Storm Drain Easement in a manner that directly causes damage of any kind to the Storm Drain Improvements, Grantor shall be liable to the City for all reasonable costs associated with the repair of said damaged Storm Drain Improvements.

5. Miscellaneous. The City shall record this Agreement in the Official Records of the County of Los Angeles. This Agreement shall be construed under California law. In the event that a dispute arises between the Grantor and the then owner of the Grantor Property or an assign of either of them, the prevailing party in such dispute shall be entitled to recover from the other party its reasonable attorneys' fees and out-of-pocket costs. The information set forth in the Recitals in this Agreement are incorporated herein by this reference. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

[SIGNATURES FOLLOW]

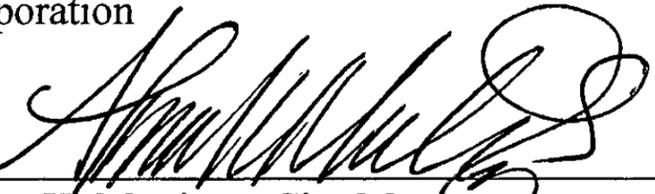
THIS 2020 GRANT OF PUBLIC STORM DRAIN EASEMENT AND AGREEMENT is executed by the Grantor and the City as evidenced by the authorized signatures which appear below:

"CITY"

"GRANTOR"

CITY OF EL MONTE, a California municipal corporation

GLC EL MONTE LLC, a Delaware limited liability company

By: 
Alma K. Martinez, City Manager

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

City Attorney

[NOTARY ACKNOWLEDGMENT OF SIGNATURE ATTACHED]

THIS 2020 GRANT OF PUBLIC STORM DRAIN EASEMENT AND AGREEMENT is executed by the Grantor and the City as evidenced by the authorized signatures which appear below:

"CITY"

"GRANTOR"

CITY OF EL MONTE, a California
municipal corporation

GLC EL MONTE LLC, a Delaware limited
liability company

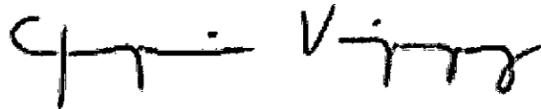
By: _____
Alma K. Martinez, City Manager

By: _____

Name: Alan Cockburn

Its: Vice President

APPROVED AS TO FORM:



City Attorney

[NOTARY ACKNOWLEDGMENT OF SIGNATURE ATTACHED]

THIS 2020 GRANT OF PUBLIC STORM DRAIN EASEMENT AND AGREEMENT is executed by the Grantor and the City as evidenced by the authorized signatures which appear below:

"CITY"

CITY OF EL MONTE, a California
municipal corporation

By: _____
Alma K. Martinez, City Manager

"GRANTOR"

GLC EL MONTE LLC, a Delaware limited
liability company

By:  _____

Name: Alan Cockburn

Its: Vice President

APPROVED AS TO FORM:

City Attorney

[NOTARY ACKNOWLEDGMENT OF SIGNATURE ATTACHED]

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On April 28, 2020 before me, Lily Flores, Notary Public
(insert name and title of the officer)

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

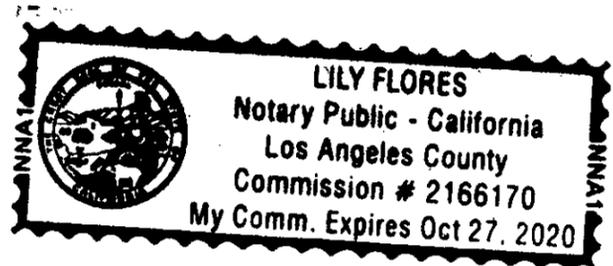
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of orange }
On April 30, 2020 before me, Carrie Vinikow, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alan Cockburn
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Public Storm Drain Easement
Document Date: no date Number of Pages: 6
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

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

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

Exhibit "A"

[LEGAL DESCRIPTION OF GRANTOR PROPERTY]

EXHIBIT 'A'
LEGAL DESCRIPTION – LOT LINE ADJUSTMENT

BEING A LOT LINE ADJUSTMENT OF PARCELS 1, 2 AND 3 OF PARCEL MAP No. 319, IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 85, PAGE 15 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'A'

BEING A PORTION OF PARCEL 1 OF SAID PARCEL MAP No. 319, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP No. 319, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF LOWER AZUSA ROAD, HAVING A SOUTHERLY HALF WIDTH OF 40.00 FEET;

THENCE ALONG THE GENERAL SOUTHEASTERLY BOUNDARY OF PARCEL 1 THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- (1) THENCE S03°58'24"E, A DISTANCE OF 638.97 FEET;
- (2) THENCE S04°47'17"W, A DISTANCE OF 256.08 FEET;
- (3) THENCE S14°18'24"W, A DISTANCE OF 23.48 FEET;
- (4) THENCE N73°58'14"W, A DISTANCE OF 65.15 FEET;
- (5) THENCE S12°55'06"W, A DISTANCE OF 390.96 FEET;
- (6) THENCE S88°03'19"W, A DISTANCE OF 39.07 FEET;
- (7) THENCE S22°00'11"W, A DISTANCE OF 275.39 FEET;
- (8) THENCE N67°59'49"W, A DISTANCE OF 11.71 FEET;
- (9) THENCE S21°15'40"W, A DISTANCE OF 0.56 FEET;

THENCE LEAVING THE GENERAL SOUTHEASTERLY BOUNDARY OF SAID PARCEL 1, N71°54'55"W, A DISTANCE OF 750.01 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 20.00 FEET;

THENCE ALONG SAID NORTHWESTERLY LINE, N18°00'28"E, A DISTANCE OF 1220.18 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1, SAID POINT ALSO BEING ON SAID SOUTHERLY RIGHT OF WAY OF LOWER AZUSA ROAD; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, N80°01'41"E, A DISTANCE OF 690.93 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 25.76 ACRES, MORE OR LESS.

PARCEL 'B'

BEING A PORTION OF PARCEL 1 OF SAID PARCEL MAP No. 319, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP No. 319, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF LOWER AZUSA ROAD, HAVING A SOUTHERLY HALF WIDTH OF 40.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, S80°01'41"W, A DISTANCE OF 690.93 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 20.00 FEET;

THENCE ALONG SAID NORTHWESTERLY LINE, S18°00'28"W, A DISTANCE OF 1220.18 FEET **TO THE TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHWESTERLY LINE, S71°54'55"E, A DISTANCE OF 750.01 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID SOUTHEASTERLY LINE, S21°15'40"W, A DISTANCE OF 40.06 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE, N71°54'55"W, A DISTANCE OF 747.74 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE;

THENCE ALONG SAID NORTHWESTERLY LINE, N18°00'28"E, A DISTANCE OF 40.00 FEET **TO THE TRUE POINT OF BEGINNING**.

CONTAINING 0.69 ACRES, MORE OR LESS.

PARCEL 'C'

BEING PARCELS 2 AND 3 OF PARCEL MAP No. 319, TOGETHER WITH A PORTION OF PARCEL 1 OF SAID PARCEL MAP, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP No. 319, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF LOWER AZUSA ROAD, HAVING A SOUTHERLY HALF WIDTH OF 40.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, S80°01'41"W, A DISTANCE OF 690.93 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 20.00 FEET;

THENCE ALONG SAID NORTHWESTERLY LINE, S18°00'28"W, A DISTANCE OF 1220.18 FEET TO A POINT; THENCE CONTINUING ALONG LAST SAID LINE AND BEARING, S18°00'28"W, A DISTANCE OF 40.00 FEET **TO THE TRUE POINT OF BEGINNING**;

THENCE ALONG THE GENERAL SOUTHEASTERLY AND SOUTHWESTERLY BOUNDARY OF PARCEL MAP No. 319 THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

(1) THENCE S71°54'55"E, A DISTANCE OF 747.74 FEET;

(2) THENCE S21°15'40"W, A DISTANCE OF 906.61 FEET;

(3) THENCE S09°51'20"W, A DISTANCE OF 751.42 FEET;

(4) THENCE S64°51'27"E, A DISTANCE OF 112.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 623.50 FEET, A RADIAL LINE TO SAID POINT BEARS N08°17'33"E;

(5) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°57'44", AN ARC LENGTH OF 130.17 FEET;

(6) THENCE S86°21'11"W, A DISTANCE OF 54.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 472.08 FEET, A RADIAL LINE TO SAID POINT BEARS S03°36'22"E;

(7) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°28'12", AN ARC LENGTH OF 102.74 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP No. 319, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID RIGHT OF WAY HAVING A NORTHEASTERLY HALF WIDTH OF 50.00 FEET;

(8) THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF PARCELS 2 AND 3, N68°27'21"W, A DISTANCE OF 641.16 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 OF SAID PARCEL MAP No. 319, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 20.00 FEET;

THENCE ALONG THE GENERAL NORTHWESTERLY BOUNDARY OF PARCEL MAP No 319, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

(1) THENCE N18°00'28"E, A DISTANCE OF 157.20 FEET;

(2) THENCE N64°45'47"W, A DISTANCE OF 20.16 FEET TO THE CENTERLINE OF SAID SHIRLEY AVENUE;

(3) THENCE ALONG SAID CENTERLINE, N18°00'28"E, A DISTANCE OF 347.94 FEET;

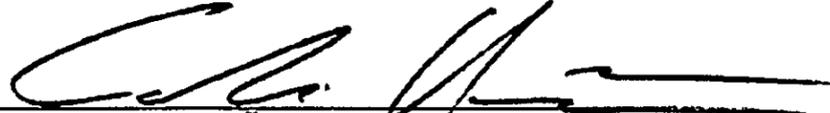
(4) THENCE S71°59'32"E, A DISTANCE OF 20.00 FEET TO A LINE THAT IS PARALLEL WITH AND 20.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID SHIRLEY AVENUE;

(5) THENCE ALONG SAID PARALLEL LINE, N18°00'28"E, A DISTANCE OF 1198.96 FEET TO **THE TRUE POINT OF BEGINNING.**

CONTAINING 29.42 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HERE OF.

PREPARED BY ME OR UNDER MY DIRECTION


CARLOS UREÑA P.L.S. 8234
EXPIRES 12/31/2019

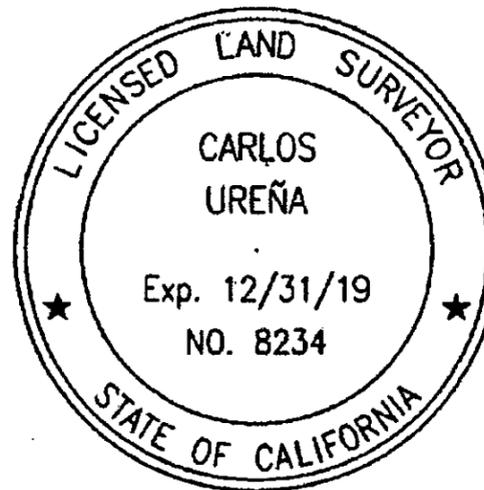


Exhibit "B"

[LEGAL DESCRIPTION OF STORM DRAIN EASEMENT AREA]

EXHIBIT 'B'
LEGAL DESCRIPTION – STORM DRAIN EASEMENT

A STRIP OF LAND WITHIN PARCELS 'A', 'B' AND 'C' AS SHOWN IN THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED DECEMBER 3, 2018 AS INSTRUMENT No. 20181212656 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN LINE ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SHIRLEY AVENUE, HAVING A SOUTHEASTERLY HALF WIDTH OF 31.50 FEET, AS SHOWN IN AN IRREVOCABLE OFFER OF DEDICATION, RECORDED AUGUST 28, 2019 AS INSTRUMENT No. 20190871784 OF OFFICIAL RECORDS IN SAID COUNTY, SHOWN AS HAVING A BEARING OF N18°00'28"E AND A LENGTH OF 1161.47 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE N18°00'28"E, A DISTANCE OF 88.50 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S07°23'02"E, A DISTANCE OF 147.11 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°31'54", AN ARC LENGTH OF 50.68 FEET; THENCE TANGENT TO LAST SAID CURVE, S71°54'55"E, A DISTANCE OF 525.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 70.69 FEET; THENCE TANGENT TO LAST SAID CURVE, S18°05'05"W, A DISTANCE OF 1649.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'06", AN ARC LENGTH OF 17.10 FEET; THENCE TANGENT TO LAST SAID CURVE, S39°51'11"W, A DISTANCE OF 33.79 FEET TO THE END OF THIS STRIP OF LAND.

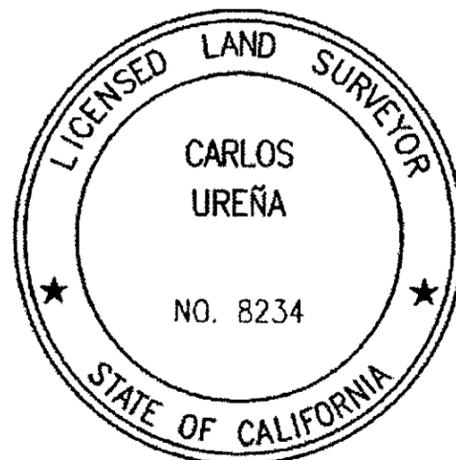
THE SIDELINES OF SAID STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED AT THE NORTHERLY END OF SAID EASEMENT STRIP SO AS TO TERMINATE AT SAID NORTHWESTERLY BOUNDARY OF SAID PARCEL 'A'; AND AT THE SOUTHERLY END OF SAID STRIP SO AS TO TERMINATE AT THE NORTHERLY LINE OF THE EXISTING STORM DRAIN EASEMENT, RECORDED AUGUST 3, 1967 AS DOCUMENT No. 3846 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS WITHIN THE EXISTING STORM DRAIN EASEMENT RECORDED AUGUST 3, 1967 AS DOCUMENT No. 3846 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID PARCEL CONSISTS OF 1.141 ACRES, MORE OR LESS.

SHOWN ON EXHIBIT "B" ATTACHED
HERETO AND MADE A PART HEREOF.

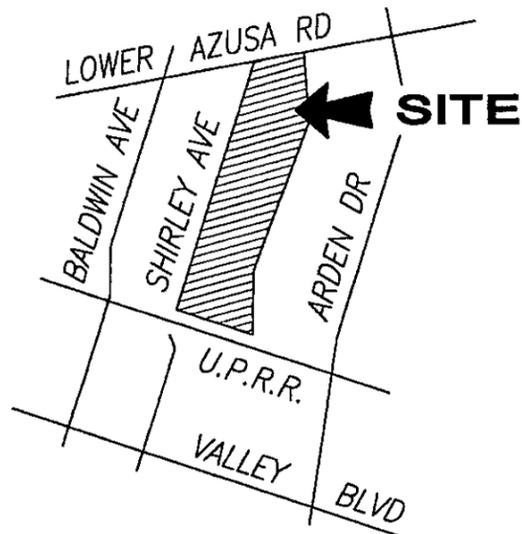

CARLOS URENA P.L.S. 8234



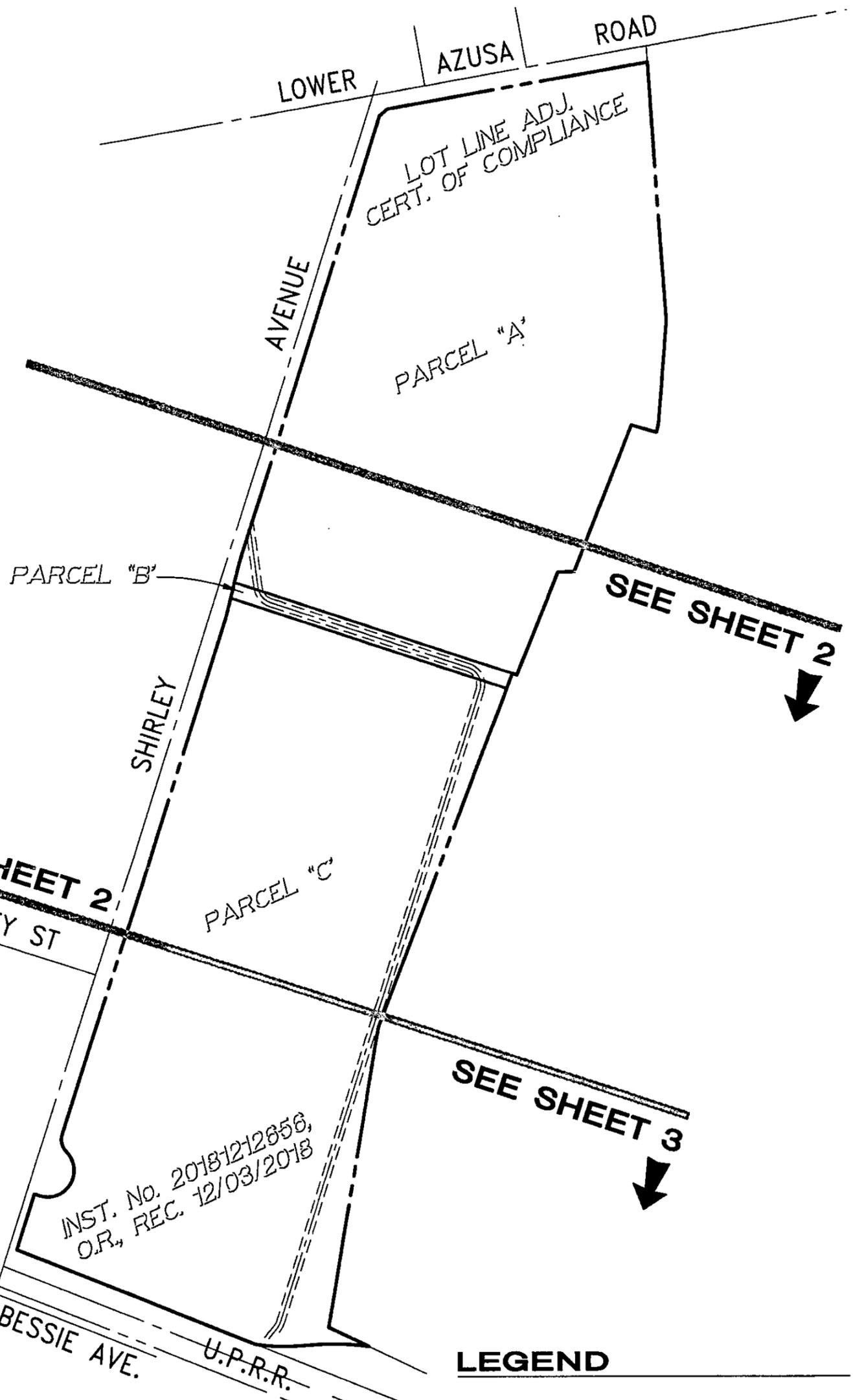
SHEET 1 of 4
SCALE: 1" = 400'

EXHIBIT 'B'

STORM DRAIN EASEMENT



VICINITY MAP
NO SCALE



INST. No. 20181212656,
O.R., REC. 12/03/2018

FOR SURVEYOR STAMP & SIGNATURE
HEREON SEE SHEET 4 OF 4

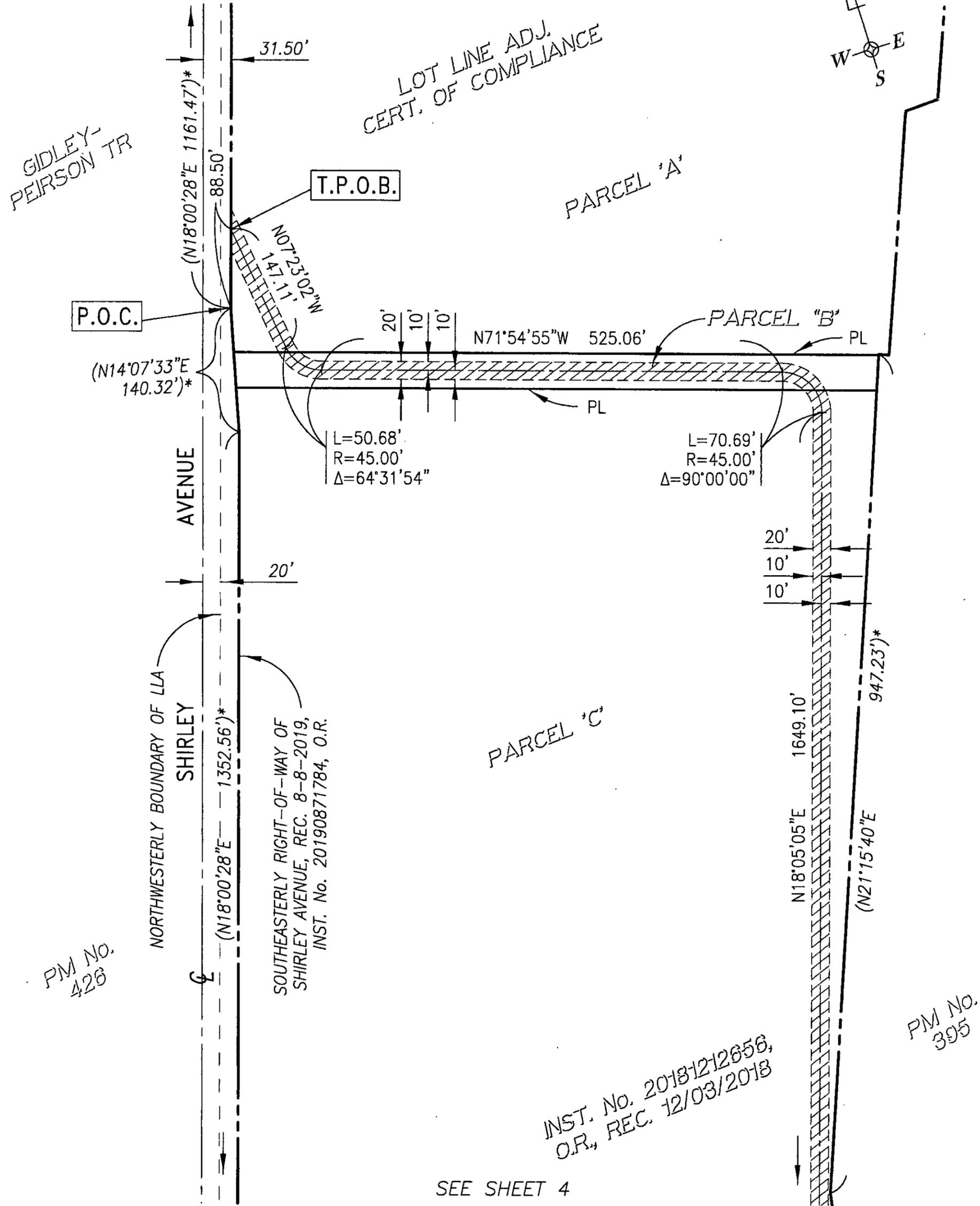
LEGEND

- BOUNDARY
- CENTERLINE
- EASEMENT LINE

SHEET 2 of 4
SCALE: 1" = 150'

EXHIBIT 'B' STORM DRAIN EASEMENT

* INDICATES DISTANCE
ON BOUNDARY



PM No. 428

PM No. 395

INST. No. 20181212656,
O.R., REC. 12/03/2018

SEE SHEET 4

SHEET 3 of 4
SCALE: 1" = 150'

EXHIBIT 'B' STORM DRAIN EASEMENT

SEE SHEET 3

GIDLEY ST.

GIDLEY-TR
PERSON

NORTHWESTERLY BOUNDARY OF LLA
SHIRLEY AVENUE

SOUTHEASTERLY RIGHT-OF-WAY OF
SHIRLEY AVENUE, REC. 8-8-2019,
INST. No. 20190871784, O.R.

LOT LINE ADJ.
CERT. OF COMPLIANCE

PARCEL 'C'

INST. NO. 20181212658,
O.R., REC. 12/03/2018

L=17.10'
R=45.00'
Δ=21°46'06"
N39°51'11"E
33.79'

N18°05'05"E 1649.10'

(N09°51'20"E

751.42')*

(N21°15'40"E
947.23')*

P.M. No.
1395

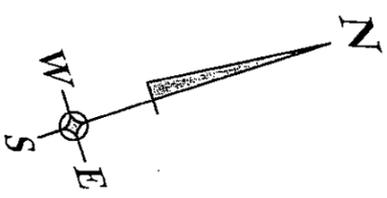
(N64°51'27"W
112.12')*

(N68°27'21"W

641.16')*

U.P.R.R.

BESSIE AVE.

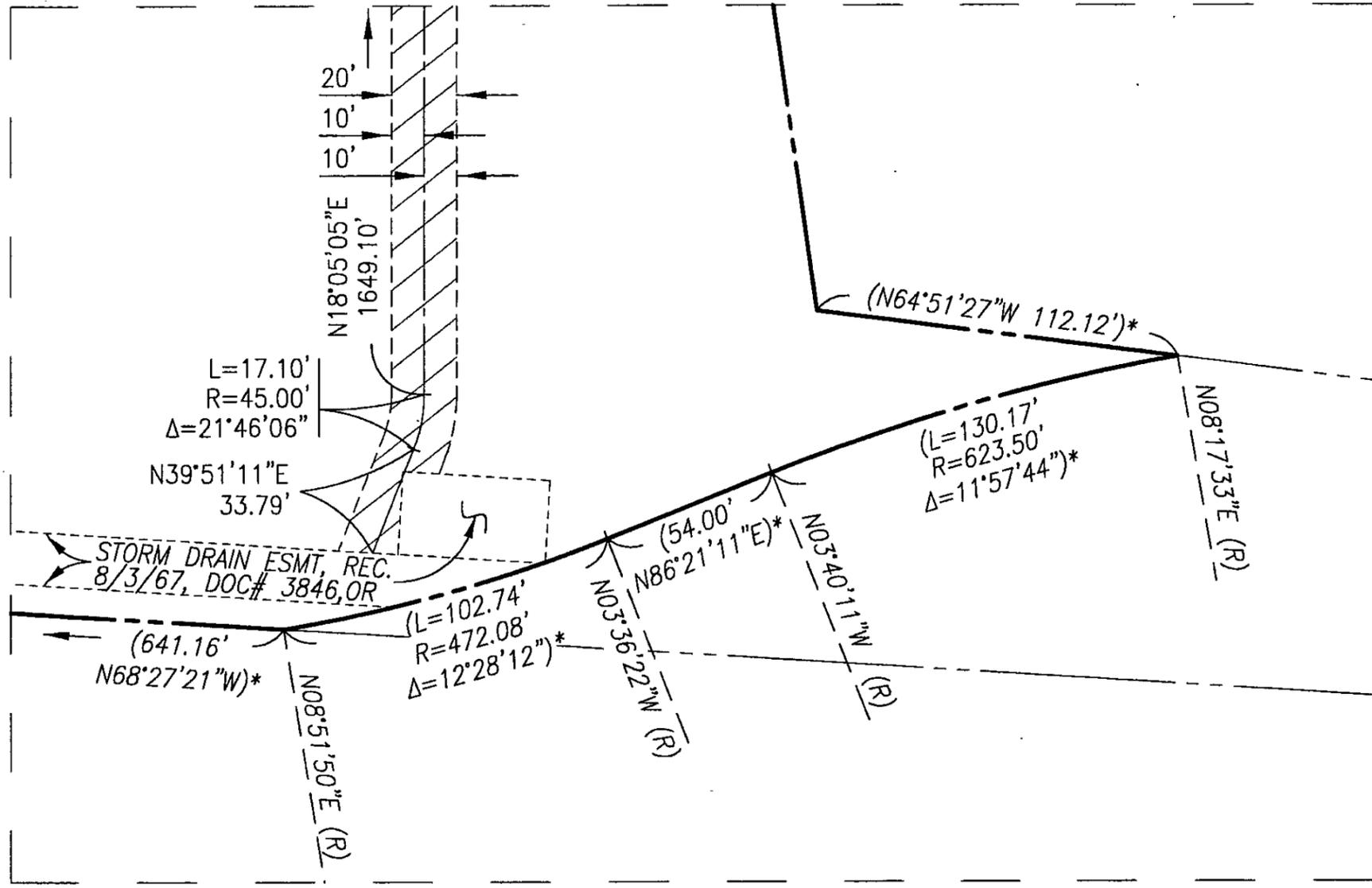
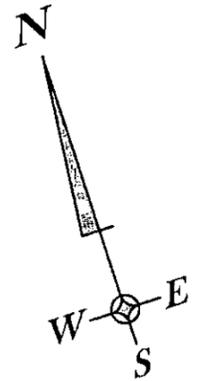


* INDICATES DISTANCE
ON BOUNDARY

SEE DETAIL 'A' SHEET 4

SHEET 4 of 4
SCALE: 1" = 60'

EXHIBIT 'B' STORM DRAIN EASEMENT

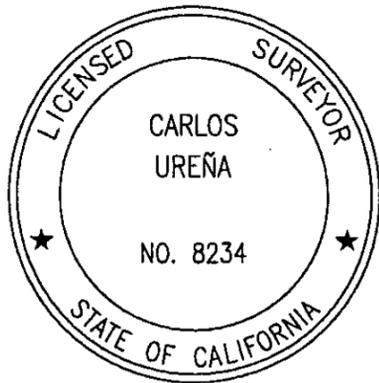


STORM DRAIN ESMT. REC.
8/3/67, DOC# 3846, OR

DETAIL 'A'

SEE SHEET 3
SCALE: 1" = 60'

* INDICATES DISTANCE ON BOUNDARY



Carlos Ureña
CARLOS UREÑA LS 8234 3/5/20
DATE



CITY OF EL MONTE

CITY ATTORNEY'S OFFICE
CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 20, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

A PUBLIC HEARING TO CONSIDER AND APPROVE AN ORDINANCE THAT (A) REPEALS PRIOR URGENCY ORDINANCE NO. 2974 WHICH ESTABLISHED AN EL MONTE-SPECIFIC MORATORIUM ON RESIDENTIAL AND COMMERCIAL EVICTIONS AND (B) ESTABLISHES THAT EL MONTE TENANTS SHALL INSTEAD BE COVERED UNDER THE RECENTLY UPDATED COUNTY OF LOS ANGELES ANTI-EVICTION MORATORIUM WHICH NOW EXTENDS TO INCORPORATED CITIES WITHIN LOS ANGELES COUNTY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing.
2. Receive a brief overview from staff and pose questions.
3. Receive public comment.
4. Close the public comment portion of the public hearing.
5. Pose closing questions to staff.
6. Deliberate and then close the public hearing.
7. It is recommended the Council approve the attached ordinance for first reading.

BACKGROUND

Given the severe and unprecedented nature of the COVID-19 outbreak federal, State and local authorities have declared emergency conditions and protocols to halt the spread of the virus. At its meeting of March 17, 2020, the El Monte City Council ("City Council") declared a local emergency in light of the COVID-19 pandemic and has subsequently updated and extended the local emergency declaration. At its meeting of March 19, 2020, the City Council approved an Urgency Ordinance immediately implementing a temporary 60-day residential eviction moratorium to protect El Monte renters who may be at risk of eviction due to non-payment of rent attributable to economic repercussions brought about by the COVID-19 crisis. The City's anti-eviction moratorium was later modified by way of a second Urgency Ordinance approved April 7, 2020 which expanded anti-eviction protections to certain qualified commercial

tenancies.

In March 2020, the Los Angeles County Board of Supervisors (the “County”) acted to implement the County’s own anti-eviction moratorium (the “County Moratorium”) applicable to both commercial and residential tenancies. Although the County’s moratorium took effect retroactively to March 4, 2020, it only applied to unincorporated areas of Los Angeles County. On April 14, 2020, however, the County changed course and expanded its anti-eviction to include incorporated cities, provided those cities did not already have their own local anti-eviction moratorium in place. Since the time of publication of the City’s last iteration of the El Monte-specific Urgency Ordinance, the California State Judicial Council also adopted emergency rules of court to address evictions during the statewide COVID-19 emergency (“Judicial Rules”).

As indicated above, the City Council implemented an El Monte-specific moratorium at a time when the County’s moratorium did not reach to incorporated cities. With the County’s expansion of the current moratorium to incorporated cities, the question presented now is whether the City may wish to repeal its local moratorium in favor of protections now afforded by the County moratorium – some of which are more favorable to tenants.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Both the Judicial Rules and the County Moratorium are more protective than the local moratorium last adopted by the City on April 7, 2020. The Judicial Rules effectively suspend residential and commercial evictions throughout California for sixty (60) days and prevent any new eviction actions for ninety (90) days after the state of emergency ends regardless of the grounds for the eviction.

The County Moratorium applies retroactively to March 4, 2020 and remains in effect until June 30, 2020, unless extended. Among other protections, the County Moratorium bans evictions for nonpayment of rent, prohibits late fees and/or interest for unpaid rent, and allows up to twelve (12) months to pay back rent. By comparison, the City Ordinance grants a six-month payback period and does not address rent increases. Qualifying reasons under the County Moratorium are broader and include no-fault evictions and violations due to additional occupants. And documentation requirements are less stringent, allowing tenants to self-certify their inability to pay. It also explicitly bans landlords from harassing or intimidating tenants who assert their rights. Tenants must notify their landlord within seven (7) days after rent is due, as compared to thirty (30) days under the local El Monte-specific moratorium. However, the County Moratorium also includes a qualification for extenuating circumstances to notify a landlord beyond the required timeframe. Neither relieves tenants of their ultimate obligation to pay rents owed.

It should be re-emphasized that the County Moratorium does not currently apply to El Monte since El Monte has its own El Monte-specific moratorium in place. Nevertheless, the Council may wish to consider repealing the City’s moratorium to avoid confusion to

tenants and landlords and possibly even the courts, where eviction disputes will eventually play out. The attached Urgency Ordinance repealing the El Monte-specific moratorium does provide that it shall be retroactive to March 4, 2020 and provides that tenants who did not self-certify between the effective date of the City's moratorium and the effective date of this new moratorium shall have additional time to self-certify.

The proposed action supports the intention of the prior City moratorium, which was to help stabilize the residential and commercial rental market and preserve public health and safety by reducing avoidable displacement. Providing tenants protection from eviction continues to be of critical importance to help prevent the spread of the virus until the emergency restrictions are lifted.

FISCAL IMPACT/FINANCING

Beyond the efforts to inform tenants and landlords of the proposed change, there is no immediately identifiable cost associated with this Ordinance.

RECOMMENDATION

It is recommended that the City Council approve the attached Ordinance for first reading by simple majority vote

HONORABLE MAYOR AND CITY COUNCIL
MAY 20, 2020
PAGE 4

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

RICHARD PADILLA
Assistant City Attorney

Attachment 1: Ordinance.

DATE: JUNE 2, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVE AND FILE <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA REPEALING URGENCY ORDINANCE NO. 2974 ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO THE NONPAYMENT OF RENT FOR RESIDENTIAL AND NON-ESSENTIAL COMMERCIAL TENANTS WHERE THE FAILURE TO PAY RENT RESULTS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, in late December 2019, several cases of unusual pneumonia began to emerge in the Hubei province of China. On January 7, 2020, a novel coronavirus now known as COVID-19 was identified as the likely source of the illness; and

WHEREAS, on January 30, 2020, the World Health Organization (“WHO”) declared COVID-19 a Public Health Emergency of International Concern. On January 31, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 11, 2020, WHO publicly characterized COVID-19 as a pandemic; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20 which suspended “[a]ny provision of state law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential or commercial evictions ... including, but not limited to, any such provision of Civil Code Sections 1940 et seq.” to the extent such provisions would otherwise restrict such exercise; and

WHEREAS, on March 16, 2020, the County of Los Angeles (the “County”) ordered the closure of all gyms, bars, and ordered all restaurants to close their sit-in areas and offer take-out or delivery services only; and

WHEREAS, on March 19, 2020, the County issued a Mandatory Stay at Home Order, ordering the closure of all non-essential businesses until April 19, 2020; and

WHEREAS, on March 19, 2020, the Chair of the County Board of Supervisors issued an Executive Order establishing a temporary moratorium which was later ratified by the County Board of Supervisors on March 31, 2020, on residential and commercial evictions in the unincorporated areas of the County in response to the COVID-19 pandemic; and

WHEREAS, on March 19, the City of El Monte (the “City”) adopted Urgency Ordinance No. 2971 enacting a temporary moratorium on evictions due to the nonpayment of rent for residential tenants; and

WHEREAS, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 (“Executive Order N-37-20”) which prevents evictions for a period of 60 days of “a tenant from a residence or dwelling unit for nonpayment of rent” who satisfies requirements set forth in said order; and

WHEREAS, the moratorium established under Executive Order N-28-20 currently expires on May 31, 2020; and

WHEREAS, on April 7, 2020, the City repealed Urgency Ordinance No. 2971 and

replaced it with Urgency Ordinance No. 2974 (the “COVID-19 Eviction Moratorium Ordinance”), which expanded the parameters of the City eviction moratorium; and

WHEREAS, on April 14, 2020, the County Board of Supervisors expanded the County’s anti-eviction moratorium to include all jurisdictions countywide except those jurisdictions that have adopted their own moratoria; and

WHEREAS, on May 12, 2020, the County Board of Supervisors further modified its countywide eviction moratorium to, among other things, extend the same to June 30, 2020; and

WHEREAS, the City COVID-19 Eviction Moratorium Ordinance and the County’s eviction moratorium provide conflicting parameters regarding the terms of eviction such as the time of notice that is required for a tenant to notify a landlord of its inability to pay rent; and

WHEREAS, in order to avoid confusion between the City COVID-19 Eviction Moratorium Ordinance and County’s eviction moratorium, the City desires to repeal its Urgency Ordinance No. 2974.

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

SECTION 1. Recitals. The recitals above are true and correct and incorporated herein by reference. For purposes of this Ordinance, the term “County Eviction Moratorium” shall mean the eviction moratorium first approved by the County Board of Supervisors’ March 19, 2020 Executive Order establishing a temporary moratorium which was later ratified by the County Board of Supervisors on March 31, 2020, as the same was subsequently modified and expanded by action of the County Board of Supervisors on April 14, 2020 and on May 12, 2020, and as the same may be further modified by subsequent action of the County Board of Supervisors.

SECTION 2. Repeal. Urgency Ordinance No. 2974, in its entirety, is hereby repealed, and shall be of no further force or effect.

SECTION 3. Findings.

- A. The purpose of this Ordinance is to repeal the COVID-19 Eviction Moratorium Ordinance in order to avoid confusion between the COVID-19 Eviction Moratorium Ordinance and the County Eviction Moratorium, which shall apply to the City from the Effective Date of this Ordinance. It is also stressed that the underlying objective of this Ordinance and the City’s prior eviction moratorium ordinances is to prevent tenants from becoming homeless as a result of adverse economic impacts brought on by the COVID-19 crisis. A surge in homelessness attributable to evictions would only exacerbate the spread of COVID-19 as evicted tenants would be forced out into the streets and would further strain City resources already strained by efforts to respond to the pandemic.
- B. It is the intent of the City Council that as of the effective date of this Ordinance all residential and commercial tenants in the City of El Monte shall be subject to all of the protections afforded under the County Eviction Moratorium.
- C. Paragraph B of this section notwithstanding, the City Council, to the fullest extent authorized by law, ordains that the protections afforded tenants under the County Eviction Moratorium shall be applied retroactively to all El Monte tenants eligible for protection under the County Eviction Moratorium whose rent became due on or after the March 4, 2020 but before the effective date of this Ordinance. As to tenants whose rent became due and was unpaid during the period starting March 4, 2020 to the effective date of this Ordinance, the failure of a tenant to timely provide self-certification or other similar notification to a landlord of the tenant’s

eligibility for protection under the provisions of the County Eviction Moratorium shall not operate to preclude such tenants from receiving protection under the County Eviction Moratorium and such deadline for self-certification as to tenants whose rent became due prior to the effective date of this Ordinance shall be deemed tolled up to the Effective Date of this Ordinance. As to tenants whose rent became due anytime from March 4, 2020 to the effective date of this Ordinance, the City Council finds and ordains that the failure of a tenant to self-certify with the tenant's landlord within seven (7) calendar days from the date rent become due during this period in reliance upon the longer 30-day notification period in the City's repealed COVID-19 Eviction Moratorium Ordinance is an extenuating circumstance within the meaning of the County Eviction Moratorium excusing any untimely self-certification by an otherwise eligible tenant.

- D. In the event any court of competent jurisdiction should rule or otherwise find that the retroactive application of the County Eviction Moratorium provided under paragraph C of this Section, above, is invalid, void or otherwise unenforceable (including the tolling of deadlines for self-certification), tenants whose rent became due on or after the April 7, 2020 effective date of Urgency Ordinance No. 2974 but prior to the effective date of this Ordinance shall, at a minimum, continue to be subject to procedures and protections identical to those afforded to tenants under Urgency Ordinance No. 2974, including but not limited to anti-eviction protections and timeframes and protections for the repayment of unpaid rent.

SECTION 4. Environmental. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (Cal. Code Regs., tit.14, § 15378, subd. (a).) Further, this Ordinance is exempt from CEQA as there is no possibility that it or its implementation would have a significant negative effect on the environment. (Cal. Code Regs., tit.14, § 15061, subd. (b)(3).)

SECTION 5. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 7. Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the El Monte Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 8. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this ___ day of _____, 2020.

Andre Quintero
Mayor

ATTEST:

Catherine A. Eredia
City Clerk

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Urgency Ordinance No. was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the _____ day of June, 2020 and that said Urgency Ordinance was adopted by the following votes, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia, City Clerk,
City of El Monte



CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 28, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

A PUBLIC HEARING TO CONSIDER AND APPROVE BY 4/5 VOTE AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, TEMPORARILY SUSPENDING SECTION 8.16.030 OF CHAPTER 8.16 AND SECTION 15.34.040 (B) OF CHAPTER 15.34 OF THE EL MONTE MUNICIPAL CODE RESCINDING THE APPROVAL OF ANY APPLICATIONS FOR PERMITS PERMITTING FIREWORK STANDS AND PROHIBITING THE DISCHARGE OF "SAFE AND SANE FIREWORKS" ON JULY 3, 2020 AND JULY 4, 2020

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt by 4/5 vote an uncodified Urgency Ordinance (Attachment 1) declaring a temporary suspension on the issuance of permits for firework stands for the year 2020 and prohibiting the discharge and use of "safe and sane fireworks" on July 3, 2020 and July 4, 2020.

BACKGROUND

Since Coronavirus ("COVID-19") was first reported in China in December 2019, it has quickly spread throughout the world. As of May 27, 2020, over 90,600 cases of the virus have been reported in the state of California with over 3,700 deaths. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple agencies and departments, and help the State prepare for a broader spread of COVID-19.

On March 16, 2020, the County of Los Angeles Department of Public Health ("Department of Public Health") ordered the closure of all gyms, bars, and ordered all restaurants to close their sit-in areas and offer take-out or delivery services only, in response to the threat posed to the County of Los Angeles ("County") by COVID-19.

On March 17, 2020, the City Council of the City of El Monte ("City Council") approved Resolution No. 10099 declaring a local emergency due to the public threat caused by COVID-19, which was updated and refined by the City Council's adoption of Resolution No. 10108 on March 23, 2020.

Earlier this month the County released its Road to Recovery plan and has slowly started to allow the reopening of businesses. As of the most recent order on May 26, 2020, many lower-risk retail businesses are now allowed to open throughout the County, they must all do so following social distancing guidelines among other requirements provided by the County.

CITY OF EL MONTE EFFORTS

The initial response of the City included the cancellation of all City-planned events for the month of March and April 2020, temporarily closing the Jack Crippen Multi-Purpose Senior Center, modifying the Elderly Nutrition Program, temporarily closing the El Monte Aquatic Center, cancelling the Senior Lap Swim and Exercise Program, and temporarily closing City Hall to the public. The City also suspended all non-safety related code enforcement and animal control activities and building inspections.

The City continues to enforce social distancing guidelines and these suspensions are another step in the direction of preventing the spread of Coronavirus (COVID-19). The purpose of this Urgency Ordinance is to continue to encourage social distancing throughout the City in an effort to reduce the spread of the Coronavirus (COVID-19) disease. The sale of fireworks will result in long lines potentially exposing many individuals who should be sheltering in place at this time. The discharge of fireworks results in gatherings of large crowds of individuals not in the same residence. The City will continue to find any and all efforts to keep its residents safe during this pandemic. The discharge of fireworks, including the discharge on days not authorized under the City Municipal Code leads to numerous police calls and other emergency response call to address fireworks related injuries. Under the present circumstances, it is critical that the time and resources of first responders in the City not be unnecessarily stretched and that first responders not be unnecessarily exposed to persons who may be sick with COVID-19.

CONCLUSION

It is recommended that the City Council adopt the Urgency Ordinance for the suspension of firework stand permits and use and discharge of safe and sane fireworks temporarily in an effort to combat the current pandemic.

HONORABLE MAYOR AND CITY COUNCIL
MAY 28, 2020
PAGE 3

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

ATTACHMENT

1. Urgency Ordinance

DATE: June 2, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVE AND FILE <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

URGENCY ORDINANCE NO. ____

AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, TEMPORARILY SUSPENDING SECTION 8.16.030 OF CHAPTER 8.16 AND SECTION 15.34.040 (B) OF CHAPTER 15.34 OF THE EL MONTE MUNICIPAL CODE RESCINDING THE APPROVAL OF ANY APPLICATIONS FOR PERMITS PERMITTING FIREWORK STANDS AND PROHIBITING THE DISCHARGE OF "SAFE AND SANE FIREWORKS" ON JULY 3, 2020 AND JULY 4, 2020

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of El Monte ("City") may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Section 8.16.030 (Fireworks permits and stands) of Chapter 8.16 (Fireworks) of the El Monte Municipal Code reads as follows:

- "A. The maximum number of fireworks permits that may be issued each year by the city shall be established and from time to time amended by resolution of the El Monte City Council, provided, however, that the maximum number of permits authorized by any such resolution may not exceed twenty-five (25) fireworks permits in any calendar year. Any resolution to establish or amend the maximum number of permits issued each calendar year shall require a minimum of three (3) affirmative votes for approval and shall remain effective until repealed and/or superseded by subsequent resolution. Commencing in the year 2008, any resolution to amend the number of fireworks permits issued in a calendar year must be approved by the City Council no later than the last day of February of each calendar year. Applications for fireworks permits shall be submitted between March 1 and May 1 of each calendar year. No more than one fireworks permit shall be issued to any one organization during any one calendar year. Each fireworks permit issued by the city shall authorize the sale of fireworks in one location within the city. No duly permitted fireworks stand may exceed thirty-three (33) feet in length. No fireworks permit issued shall remain valid beyond the expiration date set forth in the permit, or if no such date is set forth, beyond eight p.m. on July 4th of the calendar year in which the permit is issued.
- B. Cash Deposit. In addition to all fees and deposits required by this code, every application for a permit to construct a fireworks stand shall be accompanied by a deposit of fifty dollars (\$50.00) in cash to guarantee the removal of such stand within the time specified by the Uniform Fire Code.
- C. Compliance with Fire Prevention Code. Every permit for the sale of fireworks shall be subject to and shall include by reference all of the provisions of the Uniform Fire Code.
- D. Every application for a permit to construct a fireworks stand shall be accompanied by written authorization of the owner of record of the property

upon which the stand is to be located. If the property is leased, the application shall be accompanied by written authorization of the lessor. The name, address and telephone number of the person or entity granting the authority shall be included in the authorization statement.”

WHEREAS, Section 15.34.040 (B) (Sale or discharge of fireworks prohibited with limited exceptions for safe and sane fireworks) of Chapter 15.34 (Fire Code) of the El Monte Municipal Code reads as follows:

“B. The city may permit the safe of "safe and sane fireworks" as described in the California Code of Regulations, Title 19, Subchapter 6 Fireworks, Article 8 - Labeling, subject to the provisions of subsection (C) through (S), inclusive of this subsection. The provisions of subsection 3308.2(A) shall not prohibit the possession, use or discharge of safe and sane fireworks in the city on the 3rd day of July between the hours of 10:00 a.m. to 11:00 p.m. and the 4th day of July each year between the hours of 10:00 a.m. and 11:00 p.m. by any person who is at least eighteen (18) years of age or by a minor who is under the direct observation and control of a parent or legal guardian who is at least twenty-one (21) years of age.”

WHEREAS, the City Council of El Monte finds that Section 8.16.030 (Fireworks permits and stands) and Section 15.34.040 (B) (Sale or discharge of fireworks prohibited with limited exceptions for safe and sane fireworks) of the El Monte Municipal Code do not currently align with the efforts of the City to enforce social distancing guidelines per the County of Los Angeles in light of the Coronavirus (COVID-19) pandemic.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF EL MONTE, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. Section 8.16.030 (Fireworks permits and stands) of Chapter 8.16 (Fireworks) of the El Monte Municipal Code is hereby suspended in its entirety for the year 2020. The City will not issue any permits for the sale of fireworks in the year 2020.

SECTION 3. Section 15.34.040 (B) (Sale or discharge of fireworks prohibited with limited exceptions for safe and sane fireworks) of Chapter 15.34 (Fire Code) of the El Monte Municipal Code is hereby suspended in its entirety for the year 2020. The City will not allow the use or discharge of safe and sane fireworks in the City on the 3rd day of July or the 4th day of July.

SECTION 4. Urgency Findings. The purpose of this Urgency Ordinance is to continue to encourage social distancing throughout the City in an effort to reduce the spread of the Coronavirus (COVID-19) disease. The sale of fireworks will result in long lines potentially exposing many individuals who should be sheltering in place at this time. The discharge of fireworks results in gatherings of large crowds of individuals not in the same residence. The City will continue to find any and all efforts to keep its residents safe during this pandemic. The discharge of fireworks, including the discharge on days not authorized under the City Municipal Code leads to numerous police calls and other emergency response call to address fireworks related injuries. Under the

present circumstances, it is critical that the time and resources of first responders in the City not be unnecessarily stretched and that first responders not be unnecessarily exposed to persons who may be sick with COVID-19.

SECTION 5. CEQA. This Urgency Ordinance is not subject to CEQA under the general rule set forth in Section 15601(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

SECTION 6. Inconsistent Provisions. Any provision of the El Monte Municipal Code, or appendices thereto, that conflicts with the provisions of this Urgency Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Urgency Ordinance.

SECTION 7. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Urgency Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 8. Construction. This Urgency Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and this Urgency Ordinance shall be construed in light of that intent. To the extent the provisions of the El Monte Municipal Code as amended by this Urgency Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Urgency Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. Publication and Effective Date. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Urgency Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this ___ day of _____, 2020.

Andre Quintero
Mayor of the City of El Monte

ATTEST:

Catherine A. Eredia

City Clerk of the City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Urgency Ordinance No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at the regular meeting of said Council held on the ____ day of June 2020 and that said Urgency Ordinance was adopted by the following votes, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia
City Clerk of the City of El Monte



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 18, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES FOR THE CEDAR AVENUE, LOWER AZUSA ROAD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT, CIP NO. 029, FOR A NOT-TO-EXCEED AMOUNT OF \$188,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Professional Services Agreement for Professional Civil Engineering Design Services for the Cedar Avenue, Lower Azusa Road, City Limit Area (Zone 2) Street Improvement Project, CIP No. 029, with Willdan Engineering for an amount of \$171,244;
2. Consider and approve the total appropriation of a not-to-exceed amount of \$188,000 which includes the contract amount of \$171,244 plus approximately ten percent (10%) contingency of \$16,756; and
3. Authorize the City Manager, or her designee, to execute the Professional Services Agreement.

BACKGROUND

The City's street network is comprised of approximately 156 centerline miles which are separated into thirteen (13) preservation zones for purposes of pavement management. Each Fiscal Year, a different zone is recommended for street maintenance based on periodic assessments and long-range projections provided in the City's Pavement Management System. The set of streets in the most northeasterly portion of the City, which is bordered by Lower Azusa Road to the south, Cedar Avenue to the west, and the City limits to the north and east, is designated as Zone 2 and is currently

recommended for maintenance in FY 2020-2021. In addition, new water infrastructure was recently installed in a significant portion of this zone and the corresponding street surface repairs encompass only half of the street width in most cases. The remaining portions of the street will require treatments to increase the pavement quality to the full width of the street. Treatments include slurry seal, cape seal, asphalt overlays, spot reconstruction, and miscellaneous concrete improvements, as required. Implementation of bicycle facilities recommended by the City's Bicycle Master Plan is also anticipated to be included as a part of this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

It is the goal of the Cedar Avenue, Lower Azusa Road, City Limit Area (Zone 2) Street Improvement Project, CIP No. 029 to improve roadway surface conditions and extend the life of the pavement, thereby enhancing rideability and safety for all roadway users. To achieve this, the Public Works Department, Engineering Division sought a consultant to provide professional civil engineering design services for this project to evaluate the current pavement conditions, provide recommendations for improvements, identify opportunities for implementation of bicycle facilities where appropriate, and develop the plans, specifications, and cost estimate.

On March 16, 2020, staff advertised a Request for Proposals (RFP, Attachment 1) on the City's website and PlanetBids. On April 15, 2020, fifteen (15) proposals were received. Each proposal was evaluated and ranked based on the proposer's expertise, experience and training; project approach, schedule control, and compliance with the Project's RFP. Based on the RFP's evaluation criteria and interviews with the top four (4) ranked firms, Willdan Engineering scored the highest (Attachment 3).

It is staff's recommendation to award the Professional Civil Engineering Design Services for the Cedar Avenue, Lower Azusa Road, City Limit Area (Zone 2) Street Improvement Project, CIP No. 029 to Willdan Engineering for \$171,244 plus an approximate 10% contingency for a total not-to-exceed contract amount of \$188,000.

FISCAL IMPACT/FINANCING

On August 29, 2019, the City Council approved the project budget for the 3-year Citywide Pavement Repair and Resurfacing Project in the amount of \$3,000,000 (see the table below for the fund distribution).

<u>Funding Source</u>	<u>Account Number</u>	<u>Budgeted Amount</u>
Measure R	212-67-029-8221	\$3,000,000
Measure M	225-67-029-8221	\$2,000,000

HONORABLE MAYOR AND CITY COUNCIL

MAY 18, 2020

PAGE 3

Staff is requesting an appropriation for a not-to-exceed amount of \$188,000 from account number 212-67-029-8221 (\$171,244 Willdan Engineering contract plus an approximate 10% contingency of \$16,756). The contingency will be utilized only by the approval of the City Manager, or her designee, for unforeseen expenditures.

CONCLUSION

Staff recommends that the City Council enter into a Professional Services Agreement with Willdan Engineering for a contract amount of \$171,244 plus an approximate 10% contingency for a total not-to-exceed amount of \$188,000; and authorize the City Manager, or her designee, to execute the agreement.

HONORABLE MAYOR AND CITY COUNCIL
MAY 18, 2020
PAGE 4

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment 1: Request for Proposal
Attachment 2: Consultant Scoring
Attachment 3: Professional Service Agreement

DATE: JUNE 2, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVE AND FILE <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK



PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

REQUEST FOR PROPOSALS

FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES

FOR THE

**CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT
(CIP No. XXX)**

March 2020

IMPORTANT DATES

RFP ISSUED	March 16, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 2, 2020
RELEASE OF INFORMATION REQUESTED	April 8, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	April 15, 2020
AWARD DATE	May 2020
APPROXIMATE START DATE	May 2020

REQUEST FOR PROPOSALS

FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES

FOR THE

**CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT
(CIP No. XXX)**

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ATTACHMENT A – FORMS: INSURANCE CG2010

ATTACHMENT B – PROJECT LOCATION MAP

EXHIBIT 1 – PROFESSIONAL SERVICES AGREEMENT SAMPLE

1. Overview

The City of El Monte, County of Los Angeles, State of California (“City”) is soliciting proposals from qualified consultant firms for Professional Civil Engineering Design Services for the **CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT (CIP No. XXX)** (Project). Services include, but are not limited to: providing a topographical survey of the project sites; noting any locations of sags, uplifts, depressions, deficiencies, and other unusual conditions which would be addressed as part of the improvement project; reviewing existing pavement conditions and treatment recommendations in the *El Monte 2019 Pavement Present Status and Recommended Work Programs*; evaluation of existing improvements for compliance with Americans with Disabilities Act (ADA); utility research of all existing infrastructure; research of as-built drawings, benchmarks, and centerline ties; potholing existing pavement sections and subgrade to determine recommended pavement section and repair methodologies; meeting and coordinating with City staff throughout the development of the design to address any special areas of concern; evaluating alternative cost-effective pavement repair strategies; preparing street improvement plans and striping & signing plans; implementing City’s Bike Master Plan recommended bike route striping and wayfinding signs into all pertinent plans; preparing project specifications; preparing an engineer’s estimate; and preparing final bid documents using the City’s standard boiler plate.

All services performed by the consultant or any sub-consultant shall be provided in a manner consistent with the level of care and skill exercised by members of the consultant’s or the respective sub-consultant’s profession. Such services shall be performed under the direct supervision of qualified and experienced personnel.

2. Scope of Services

The City is seeking a qualified consultant to provide professional civil engineering design services for the Zone 2 Street Improvement Project. Zone 2 is designated as the group of streets bordered by Cedar Avenue to the west, Lower Azusa Road to the south, and the northerly and easterly city limits with approximately 45,000 linear feet (LF) of roadway and an average width of 36 feet (FT) on most roads. Peck Road and Lower Azusa Road is not included as part of this project. The scope of work that consultants will include at a minimum in their proposal shall consist of, but not be limited to the following tasks. Proposers are encouraged to add to these tasks as deemed necessary.

Task 1 – Preliminary Research & Investigation

- **Task 1a – Topographical Survey:** The consultant shall provide a topographical survey of each project site. Cross section elevations to be taken no more than 50 FT apart. Topographic survey shall also note any locations of sags, uplifts, depressions, deficiencies, and other unusual conditions which should be addressed as part of the improvement project. The survey shall also locate all locations of damaged sidewalks, damaged curb and gutters, drainage infrastructure, tree locations, red curb locations,

house numbers, manholes and other utilities, curb ramps, and driveway approaches, etc. Research of as-built drawings, benchmarks, and centerline ties shall also be included.

- **Task 1b – Utility Research:** The consultant shall research all existing utility infrastructure including franchise utilities. The consultant shall provide the City with verification of utility company review of design plans and/or verification of utility research.
- **Task 1c – Existing Pavement Sections:** The consultant shall pothole existing pavement sections and subgrade to determine the recommended pavement section and repair methodologies. Pavement sections shall be designed based on a 10-year life expectancy. Potholes shall also be taken to verify compaction of soil conditions for dig-out repairs and shall be taken no more than 250 FT apart. The consultant shall be responsible for pothole restoration and its associated cost(s). Pothole restoration shall be done in accordance with City standards and requirements.
- **Task 1d – Implement Bike Master Plan Recommendations:** The consultant shall research the City’s Bike Master Plan and implement its recommended bike route striping and wayfinding signs within the project area into all pertinent plans.

Task 2 – Preliminary Design (50% and 80% PS&E)

- **Task 2a – Preliminary Street Improvement Plans:** The consultant shall prepare preliminary street improvement plans based on preliminary findings, including proposed pavement treatments (Note: No pavement reconstruction will be allowed. Pavement treatments shall be limited to slurry seal, cape seal, and grind & overlay); repairs and improvements to sidewalk, curb & gutter, curb ramps; root pruning of street trees; repair of localized pavement failures; resetting of survey monuments; adjustment of manholes and utility covers; and related appurtenances. The consultant shall be mindful of constructability for all improvement recommendations. Plans shall be prepared on the City’s standard title block and shall include a cover sheet, plan views, topographic elevations, public right-of-way lines, and house numbers, typical sections, and construction details.
- **Task 2b – Preliminary Striping Plans:** The consultant shall prepare preliminary striping & signing plans. Preliminary striping & signing plans shall match existing conditions and be replaced in-kind, with the addition of bike route striping and wayfinding signs. Plans shall include striping details, painted curb length, and placement of traffic signs.
- **Task 2c – Preliminary Project Specifications:** The consultant shall prepare the Special and Technical Provisions which shall be incorporated into the City’s standard boilerplate. Special and Technical Provisions shall be in accordance with the latest

editions of the Greenbook, Caltrans Standard Plans and Specifications, and California Manual on Uniform Traffic Control Devices (CA MUTCD).

- **Task 2d – Preliminary Engineer’s Estimate:** The consultant shall prepare an engineer’s estimate at each submittal milestone for the City’s review. The estimated construction budget is \$2,000,000, so the consultant shall prioritize and recommend the most critical improvements to be included in this Project, if the estimated construction costs exceed the City’s budget.
- **Task 2e – Meetings with City Staff:** The consultant shall meet with City staff for an initial kick off meeting and during the 50% and 80% submittals to discuss areas of concern, proposed recommendations, establishing general guidelines, and for overall coordination. Two (2) sets of hard copies of the PS&E shall be provided at each meeting as well as electronic files.

Task 3 – Final Design (95% and 100% PS&E)

- **Task 3a – 95% PS&E:** The consultant shall incorporate all City comments and concerns from the Preliminary Design phase and meet with City staff to review the final design. Two (2) sets of hard copies of the PS&E shall be provided at this meeting as well as electronic files.
- **Task 3b – 100% PS&E:** Once the consultant has addressed all final review comments, the following deliverables shall be provided to the City:
 1. Final drawings
 - a. 1 set of mylars stamped and signed by the Engineer of Record
 - b. Electronic files in AutoCAD format
 - c. Copies of all plans in PDF format
 - d. Copy of surveyor’s digital control points
 2. Project specifications on City’s standard boilerplate
 - a. 1 hard copy set stamped and signed by the Engineer of Record
 - b. Electronic files in Word and PDF format
 3. Engineer’s estimate
 - a. 1 hard copy set
 - b. Electronic files in Excel and PDF format
 4. Copy of utility research documents (as-built plans and request letters)
 5. Geotechnical report of potholing results

Task 4 – Construction Engineering Support Services (Contingent Item): The consultant shall provide a cost proposal for construction engineering support services during the construction

phase to address any design concerns on an as-needed basis. The cost proposal shall be based on 80 hours and is a contingent, deletable item.

Project Schedule

The following is a list of tentative project milestones that the consultant will be expected to meet:

Milestone	Date
Award of Contract	May 5, 2020
Kickoff Meeting	May 18, 2020
50% Submittal and Meeting	June 29, 2020
80% Submittal and Meeting	August 24, 2020
95% Submittal and Meeting	September 7, 2020
100% Submittal	September 14, 2020

3. Proposal Format

All proposals shall include the following information and comply with the associated page limit restrictions. Note that one (1) page includes the front side of an 8.5x11 sheet of paper and the cover does not constitute a page.

- 1) Cover Letter.** Maximum one (1) page cover letter signed by an officer of the firm, binding the proposer to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the proposer and shall include the following Statement:
 - a. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS / AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.
- 2) Proposer's Background.** Maximum of two (2) page background on the proposer and its area(s) of professional expertise relevant to this RFP. An additional one (1) page may be included to highlight the background of each proposed sub-consultant to be used by the proposer and the specific task(s) or functions the subconsultant will perform.
- 3) Qualifications and Experience of Proposer's Personnel.** Maximum of three (3) page summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional

services contemplated under this RFP on the proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with projects of a similar magnitude and nature. Proposers shall provide identical information for all subconsultants' performing any of the tasks or services contemplated under this RFP on the proposer's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of services to be provided.

- 4) Project Approach.** Maximum three (3) page summary of the proposed approach to providing professional civil engineering design services for this improvement project. The proposer shall explain the way in which the proposer will complete all of the tasks called for under the RFP. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.
- 5) Proposed Personnel.** Maximum two (2) page resume for the project manager and one (1) page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.
- 6) Quality Assurance/Quality Control Procedures.** Maximum one (1) page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering design review, constructability review, coordination review, QA/QC control review, etc.).
- 7) References.** Each proposal must include at least three (3) public agency references going back to not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer's work.
- 8) Schedule Control.** Time is of the essence. It is critical the proposer describe methods that can be used to keep the design on schedule within maximum of two (2) pages. The proposer shall illustrate methods they have used to assist other agencies to meet their proposed schedule. Discuss previous projects where the consultant was able to avert a potential delay by implementing project management techniques.

9) Fee Schedule/Cost Proposal. Maximum three (3) page detailed cost estimate for performing specific tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the Project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify an hourly rate schedule for the proposed staff. The proposal shall indicate the compensation structure for performing specific services identified in Tasks 1 through 4 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses). To the extent that a proposal contemplates the use of subconsultants to perform any one or more of the above described tasks on the proposer's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 4, and during the term of the portion of the PSA or any extension term, the proposal shall clearly indicate when such increases will take effect and by how much.

- a. The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside **“REQUEST FOR PROPOSALS FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES FOR THE CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT (CIP No. XXX)”**. The envelope shall contain the name and address of the consultant clearly marked on the outside.

The City reserves the right to delete specific task(s).

4. Evaluation Criteria

Each proposal shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the Project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- 1) Expertise, Experience & Training Plus Prior Contracting History (50%)** – The expertise, experience and training of the proposer and its key personnel and previous experience with similar work in similar fields and qualifications and depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history, including the review of the proposer's certifications relating to false claims, debarment and civil litigation.

- 2) **Project Approach (35%)** – The proposer’s responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City’s specific needs.
- 3) **Schedule Control (10%)** – Proposal for completing the project in a timely manner, inclusive of the proposer’s ability to identify critical paths for the timely and competent completion of all work contemplated by the Project.
- 4) **Compliance with RFP (5%)** – The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer’s ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

Consultants should thoroughly address the above selection criteria to receive the maximum possible points.

5. Selection Process

A selection committee, comprised of City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked proposers. However, at its sole discretion the selection committee may dispense with interviews and select a proposer to provide the required services.

6. Proposal Requirements

The Consultant’s proposal must be comprehensive, concise and to the point. Current company brochures and resumes of key personnel should be included as well as examples of previous work. However, a proposal is a voluntary response on the part of a Consultant, and this RFP does not commit the City to pay any costs incurred in its preparation. The City reserves the right to accept or reject optional elements of this proposal, or the proposal in part, or its entirety.

This RFP is a solicitation for proposals only, and is neither intended, not to be construed as an offer to enter into an agreement or engage in any formal rule competitive bidding or negotiation pursuant to any statute, ordinance or regulation.

All data, documents, and other products used or developed during the project will become the property of the City.

Four (4) hardcopies and one digital copy of the complete proposal must be received prior to the time and date specified. No exceptions to this requirement will be considered. The digital copy of the proposal shall be Portable Document Format (PDF) and submitted on a Compact Disc (CD) or USB drive.

Proposal shall be submitted to the following address:

**City of El Monte – City Hall West
Department of Public Works – Engineering Division
11333 Valley Boulevard
El Monte, CA 91731-3293**

**ATTN: Braden Yu, P.E.
Public Works & Utilities Director**

Subject: REQUEST FOR PROPOSALS FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES FOR THE CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT (CIP No. XXX)

Proposals may be submitted via personal delivery, overnight courier (e.g., FedEx or UPS) or U.S. Mail. Proposals must be received by or before the Submission Deadline. Proposals that are deposited with an overnight courier or post marked prior to the Submission Deadline, but received after the Submission Deadline will not be considered by the City. Submitted proposals shall be maintained as confidential records of the City up to the Submission Deadline. Proposers may withdraw, modify and/or resubmit a proposal prior to the Submission Deadline but not after. Proposers shall be bound to the terms of their proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the proposer to correct them.

- 1) Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a proposer is awarded a contract pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer's participation in this RFP process.
- 2) Late proposals will not be considered.
- 3) The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, price, quality

of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

- 4) The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award a contract.
- 5) The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 6) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- 7) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 8) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.
- 9) By the submission of a proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit 1. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit 1, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their proposal. A proposer's inability to comply with one or more provisions of the PSA

shall be a factor that will be considered by the City in determining which proposal will serve the best interest of the City when all other factors are taken into account.

- 10) All proposals must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.
- 11) All questions or requests for clarification shall be submitted via email to Steven L. Wright at swright@interwestgrp.com by the REQUEST FOR INFORMATION DEADLINE. All questions received by this deadline will be addressed and posted on the City's website (www.ci.el-monte.ca.us) by the RELEASE OF INFORMATION REQUESTED DATE.
- 12) If it becomes necessary to revise any part of this RFP, an addendum will be posted on the City's website. It shall be the sole responsibility of the proposer to check for any addendums to the RFP that may be issued by the City.
- 13) It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP.
- 14) The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.
- 15) Proposers may withdraw their proposal prior to the Submission Deadline.

7. Insurance Requirements

The selected consultant shall provide the following at the time of contract execution.

Insurance coverage must include naming the City of El Monte as additional insured (Form CG2010 or Equivalent), policy number, expiration date, and amounts (limits). *GENERAL LIABILITY CARRIER MUST HAVE A S CURRENT A.M. BEST RATING OF "A VI" OR HIGHER. WORKERS' COMPENSATION CARRIER MUST HAVE A CURRENT A.M. BEST RATING OF "A-VII" OR HIGHER. CARRIERS MUST BE ADMITTED IN CALIFORNIA. MINIMUM ACCEPTABLE LIMITS: GENERAL LIABILITY; GENERAL AGGREGATE \$2,000,000 AND PRODUCTS-COMP/OP AGG \$2,000,000. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY: E.L. EACH ACCIDENT \$1,000,000 AND E.L. DISEASE-EA EMPLOYEE \$1,000,000 AND E.L. DISEASE – POLICY LIMIT \$1,000,000.* Sample is available upon request.

ATTACHMENT A

FORMS

INSURANCE: CG2010

ATTACHMENT B
PROJECT LOCATION MAP

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT SAMPLE



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JUNE 2, 2020

ATTACHMENT 2

**PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES FOR THE CEDAR
AVENUE, LOWER AZUSA ROAD, CITY LIMIT AREA (ZONE 2) STREET
IMPROVEMENT PROJECT
CIP NO. 029**

INTERVIEWED CONSULTANT RANKING

Consultants	Average Score	Rank
Willdan Engineering	87.7	1
Onward Engineering	85.4	2
NV5	84.3	3
PSOMAS	82.9	4



2020

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Design Engineering Services for Cedar Avenue, Lower Azusa Road, City Limit Area (Zone 2) Street Improvement Project, CIP No. 029)
(Parties: Willdan Engineering and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and WILLDAN ENGINEERING, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for Cedar Avenue, Lower Azusa Road, City Limit Area (Zone 2) Street Improvement Project, CIP No. 029; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2020 under Agenda Item No. _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request for Proposals (RFP) for Professional Civil Engineering Design Services for the Cedar Ave, Lower Azusa Rd, City Limit Area (Zone 2) Street Improvement Project" issued March 16, 2020, (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Revised Proposal for Civil Engineering Design

Services for Cedar Avenue, Lower Azusa Road and City Limit Area (Zone 2) Street Improvement Project” (hereinafter, the “CONSULTANT Proposal”) dated April 15, 2020. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Work” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY’s issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before December 31, 2020 (the “Completion Date”);
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with the “Revised Fee Proposal for Civil Engineering Design Services for Cedar Avenue, Lower Azusa Road, and City Limit Area (Zone 2) Street Improvement Project” (hereinafter, the “FEE SCHEDULE”) which is attached and incorporated hereto as **Exhibit “C”**. The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of ONE

HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED FORTY-FOUR DOLLARS (\$171,244) (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.4 CONTINGENCY: Subject to any applicable restrictions set forth under the El Monte Municipal Code as the same may be amended from time to time or applicable State Law, CITY, in its sole and absolute discretion, may authorize expenditures in excess of the Not-to-Exceed Sum without further City Council approval provided such additional expenditures do not cumulatively exceed an amount equal to ten percent (10%) of the Not-to-Exceed Sum. Any such additional expenditures must be approved by the City Manager in writing before they may be incurred.
- 1.5 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and

other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Braden Yu, Director of Public Works, (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or his designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Vanessa Munoz, Principal-in-Charge, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or his/her designee will supervise and direct the performance of the Work, using her best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly,

CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE]**.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the

adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00)

in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the City Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold

harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of

the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure

the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend

CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or

other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Willdan Engineering
13191 Crossroads Parkway North
Suite 405
City of Industry, CA 91746
Attn: Vanessa Muñoz,
Principal-in-Charge
Phone: (562) 908-6200

CITY:

City of El Monte
City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731
Phone: 626-580-2058
Attn: Braden Yu, Director of Public
Works

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of

his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE:

WILLDAN ENGINEERING

By: _____
Alma K. Martinez, City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

EXHIBIT "A"
CITY RFP



PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

REQUEST FOR PROPOSALS

FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES

FOR THE

**CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT
(CIP No. XXX)**

March 2020

IMPORTANT DATES

RFP ISSUED	March 16, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 2, 2020
RELEASE OF INFORMATION REQUESTED	April 8, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	April 15, 2020
AWARD DATE	May 2020
APPROXIMATE START DATE	May 2020

REQUEST FOR PROPOSALS

FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES

FOR THE

**CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT
(CIP No. XXX)**

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ATTACHMENT A – FORMS: INSURANCE CG2010

ATTACHMENT B – PROJECT LOCATION MAP

EXHIBIT 1 – PROFESSIONAL SERVICES AGREEMENT SAMPLE

1. Overview

The City of El Monte, County of Los Angeles, State of California (“City”) is soliciting proposals from qualified consultant firms for Professional Civil Engineering Design Services for the **CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT (CIP No. XXX)** (Project). Services include, but are not limited to: providing a topographical survey of the project sites; noting any locations of sags, uplifts, depressions, deficiencies, and other unusual conditions which would be addressed as part of the improvement project; reviewing existing pavement conditions and treatment recommendations in the *El Monte 2019 Pavement Present Status and Recommended Work Programs*; evaluation of existing improvements for compliance with Americans with Disabilities Act (ADA); utility research of all existing infrastructure; research of as-built drawings, benchmarks, and centerline ties; potholing existing pavement sections and subgrade to determine recommended pavement section and repair methodologies; meeting and coordinating with City staff throughout the development of the design to address any special areas of concern; evaluating alternative cost-effective pavement repair strategies; preparing street improvement plans and striping & signing plans; implementing City’s Bike Master Plan recommended bike route striping and wayfinding signs into all pertinent plans; preparing project specifications; preparing an engineer’s estimate; and preparing final bid documents using the City’s standard boiler plate.

All services performed by the consultant or any sub-consultant shall be provided in a manner consistent with the level of care and skill exercised by members of the consultant’s or the respective sub-consultant’s profession. Such services shall be performed under the direct supervision of qualified and experienced personnel.

2. Scope of Services

The City is seeking a qualified consultant to provide professional civil engineering design services for the Zone 2 Street Improvement Project. Zone 2 is designated as the group of streets bordered by Cedar Avenue to the west, Lower Azusa Road to the south, and the northerly and easterly city limits with approximately 45,000 linear feet (LF) of roadway and an average width of 36 feet (FT) on most roads. Peck Road and Lower Azusa Road is not included as part of this project. The scope of work that consultants will include at a minimum in their proposal shall consist of, but not be limited to the following tasks. Proposers are encouraged to add to these tasks as deemed necessary.

Task 1 – Preliminary Research & Investigation

- **Task 1a – Topographical Survey:** The consultant shall provide a topographical survey of each project site. Cross section elevations to be taken no more than 50 FT apart. Topographic survey shall also note any locations of sags, uplifts, depressions, deficiencies, and other unusual conditions which should be addressed as part of the improvement project. The survey shall also locate all locations of damaged sidewalks, damaged curb and gutters, drainage infrastructure, tree locations, red curb locations,

house numbers, manholes and other utilities, curb ramps, and driveway approaches, etc. Research of as-built drawings, benchmarks, and centerline ties shall also be included.

- **Task 1b – Utility Research:** The consultant shall research all existing utility infrastructure including franchise utilities. The consultant shall provide the City with verification of utility company review of design plans and/or verification of utility research.
- **Task 1c – Existing Pavement Sections:** The consultant shall pothole existing pavement sections and subgrade to determine the recommended pavement section and repair methodologies. Pavement sections shall be designed based on a 10-year life expectancy. Potholes shall also be taken to verify compaction of soil conditions for dig-out repairs and shall be taken no more than 250 FT apart. The consultant shall be responsible for pothole restoration and its associated cost(s). Pothole restoration shall be done in accordance with City standards and requirements.
- **Task 1d – Implement Bike Master Plan Recommendations:** The consultant shall research the City’s Bike Master Plan and implement its recommended bike route striping and wayfinding signs within the project area into all pertinent plans.

Task 2 – Preliminary Design (50% and 80% PS&E)

- **Task 2a – Preliminary Street Improvement Plans:** The consultant shall prepare preliminary street improvement plans based on preliminary findings, including proposed pavement treatments (Note: No pavement reconstruction will be allowed. Pavement treatments shall be limited to slurry seal, cape seal, and grind & overlay); repairs and improvements to sidewalk, curb & gutter, curb ramps; root pruning of street trees; repair of localized pavement failures; resetting of survey monuments; adjustment of manholes and utility covers; and related appurtenances. The consultant shall be mindful of constructability for all improvement recommendations. Plans shall be prepared on the City’s standard title block and shall include a cover sheet, plan views, topographic elevations, public right-of-way lines, and house numbers, typical sections, and construction details.
- **Task 2b – Preliminary Striping Plans:** The consultant shall prepare preliminary striping & signing plans. Preliminary striping & signing plans shall match existing conditions and be replaced in-kind, with the addition of bike route striping and wayfinding signs. Plans shall include striping details, painted curb length, and placement of traffic signs.
- **Task 2c – Preliminary Project Specifications:** The consultant shall prepare the Special and Technical Provisions which shall be incorporated into the City’s standard boilerplate. Special and Technical Provisions shall be in accordance with the latest

editions of the Greenbook, Caltrans Standard Plans and Specifications, and California Manual on Uniform Traffic Control Devices (CA MUTCD).

- **Task 2d – Preliminary Engineer’s Estimate:** The consultant shall prepare an engineer’s estimate at each submittal milestone for the City’s review. The estimated construction budget is \$2,000,000, so the consultant shall prioritize and recommend the most critical improvements to be included in this Project, if the estimated construction costs exceed the City’s budget.
- **Task 2e – Meetings with City Staff:** The consultant shall meet with City staff for an initial kick off meeting and during the 50% and 80% submittals to discuss areas of concern, proposed recommendations, establishing general guidelines, and for overall coordination. Two (2) sets of hard copies of the PS&E shall be provided at each meeting as well as electronic files.

Task 3 – Final Design (95% and 100% PS&E)

- **Task 3a – 95% PS&E:** The consultant shall incorporate all City comments and concerns from the Preliminary Design phase and meet with City staff to review the final design. Two (2) sets of hard copies of the PS&E shall be provided at this meeting as well as electronic files.
- **Task 3b – 100% PS&E:** Once the consultant has addressed all final review comments, the following deliverables shall be provided to the City:
 1. Final drawings
 - a. 1 set of mylars stamped and signed by the Engineer of Record
 - b. Electronic files in AutoCAD format
 - c. Copies of all plans in PDF format
 - d. Copy of surveyor’s digital control points
 2. Project specifications on City’s standard boilerplate
 - a. 1 hard copy set stamped and signed by the Engineer of Record
 - b. Electronic files in Word and PDF format
 3. Engineer’s estimate
 - a. 1 hard copy set
 - b. Electronic files in Excel and PDF format
 4. Copy of utility research documents (as-built plans and request letters)
 5. Geotechnical report of potholing results

Task 4 – Construction Engineering Support Services (Contingent Item): The consultant shall provide a cost proposal for construction engineering support services during the construction

phase to address any design concerns on an as-needed basis. The cost proposal shall be based on 80 hours and is a contingent, deletable item.

Project Schedule

The following is a list of tentative project milestones that the consultant will be expected to meet:

Milestone	Date
Award of Contract	May 5, 2020
Kickoff Meeting	May 18, 2020
50% Submittal and Meeting	June 29, 2020
80% Submittal and Meeting	August 24, 2020
95% Submittal and Meeting	September 7, 2020
100% Submittal	September 14, 2020

3. Proposal Format

All proposals shall include the following information and comply with the associated page limit restrictions. Note that one (1) page includes the front side of an 8.5x11 sheet of paper and the cover does not constitute a page.

- 1) Cover Letter.** Maximum one (1) page cover letter signed by an officer of the firm, binding the proposer to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the proposer and shall include the following Statement:
 - a. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS / AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.
- 2) Proposer's Background.** Maximum of two (2) page background on the proposer and its area(s) of professional expertise relevant to this RFP. An additional one (1) page may be included to highlight the background of each proposed sub-consultant to be used by the proposer and the specific task(s) or functions the subconsultant will perform.
- 3) Qualifications and Experience of Proposer's Personnel.** Maximum of three (3) page summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional

services contemplated under this RFP on the proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with projects of a similar magnitude and nature. Proposers shall provide identical information for all subconsultants' performing any of the tasks or services contemplated under this RFP on the proposer's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of services to be provided.

- 4) Project Approach.** Maximum three (3) page summary of the proposed approach to providing professional civil engineering design services for this improvement project. The proposer shall explain the way in which the proposer will complete all of the tasks called for under the RFP. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.
- 5) Proposed Personnel.** Maximum two (2) page resume for the project manager and one (1) page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.
- 6) Quality Assurance/Quality Control Procedures.** Maximum one (1) page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering design review, constructability review, coordination review, QA/QC control review, etc.).
- 7) References.** Each proposal must include at least three (3) public agency references going back to not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer's work.
- 8) Schedule Control.** Time is of the essence. It is critical the proposer describe methods that can be used to keep the design on schedule within maximum of two (2) pages. The proposer shall illustrate methods they have used to assist other agencies to meet their proposed schedule. Discuss previous projects where the consultant was able to avert a potential delay by implementing project management techniques.

9) Fee Schedule/Cost Proposal. Maximum three (3) page detailed cost estimate for performing specific tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the Project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify an hourly rate schedule for the proposed staff. The proposal shall indicate the compensation structure for performing specific services identified in Tasks 1 through 4 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses). To the extent that a proposal contemplates the use of subconsultants to perform any one or more of the above described tasks on the proposer's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 4, and during the term of the portion of the PSA or any extension term, the proposal shall clearly indicate when such increases will take effect and by how much.

- a. The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside **“REQUEST FOR PROPOSALS FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES FOR THE CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT (CIP No. XXX)”**. The envelope shall contain the name and address of the consultant clearly marked on the outside.

The City reserves the right to delete specific task(s).

4. Evaluation Criteria

Each proposal shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the Project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- 1) Expertise, Experience & Training Plus Prior Contracting History (50%)** – The expertise, experience and training of the proposer and its key personnel and previous experience with similar work in similar fields and qualifications and depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history, including the review of the proposer's certifications relating to false claims, debarment and civil litigation.

- 2) **Project Approach (35%)** – The proposer’s responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City’s specific needs.
- 3) **Schedule Control (10%)** – Proposal for completing the project in a timely manner, inclusive of the proposer’s ability to identify critical paths for the timely and competent completion of all work contemplated by the Project.
- 4) **Compliance with RFP (5%)** – The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer’s ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

Consultants should thoroughly address the above selection criteria to receive the maximum possible points.

5. Selection Process

A selection committee, comprised of City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked proposers. However, at its sole discretion the selection committee may dispense with interviews and select a proposer to provide the required services.

6. Proposal Requirements

The Consultant’s proposal must be comprehensive, concise and to the point. Current company brochures and resumes of key personnel should be included as well as examples of previous work. However, a proposal is a voluntary response on the part of a Consultant, and this RFP does not commit the City to pay any costs incurred in its preparation. The City reserves the right to accept or reject optional elements of this proposal, or the proposal in part, or its entirety.

This RFP is a solicitation for proposals only, and is neither intended, not to be construed as an offer to enter into an agreement or engage in any formal rule competitive bidding or negotiation pursuant to any statute, ordinance or regulation.

All data, documents, and other products used or developed during the project will become the property of the City.

Four (4) hardcopies and one digital copy of the complete proposal must be received prior to the time and date specified. No exceptions to this requirement will be considered. The digital copy of the proposal shall be Portable Document Format (PDF) and submitted on a Compact Disc (CD) or USB drive.

Proposal shall be submitted to the following address:

**City of El Monte – City Hall West
Department of Public Works – Engineering Division
11333 Valley Boulevard
El Monte, CA 91731-3293**

**ATTN: Braden Yu, P.E.
Public Works & Utilities Director**

Subject: REQUEST FOR PROPOSALS FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES FOR THE CEDAR AVE, LOWER AZUSA RD, CITY LIMIT AREA (ZONE 2) STREET IMPROVEMENT PROJECT (CIP No. XXX)

Proposals may be submitted via personal delivery, overnight courier (e.g., FedEx or UPS) or U.S. Mail. Proposals must be received by or before the Submission Deadline. Proposals that are deposited with an overnight courier or post marked prior to the Submission Deadline, but received after the Submission Deadline will not be considered by the City. Submitted proposals shall be maintained as confidential records of the City up to the Submission Deadline. Proposers may withdraw, modify and/or resubmit a proposal prior to the Submission Deadline but not after. Proposers shall be bound to the terms of their proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the proposer to correct them.

- 1) Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a proposer is awarded a contract pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer's participation in this RFP process.
- 2) Late proposals will not be considered.
- 3) The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, price, quality

of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

- 4) The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award a contract.
- 5) The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 6) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- 7) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 8) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.
- 9) By the submission of a proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit 1. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit 1, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their proposal. A proposer's inability to comply with one or more provisions of the PSA

shall be a factor that will be considered by the City in determining which proposal will serve the best interest of the City when all other factors are taken into account.

- 10) All proposals must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.
- 11) All questions or requests for clarification shall be submitted via email to Steven L. Wright at swright@interwestgrp.com by the REQUEST FOR INFORMATION DEADLINE. All questions received by this deadline will be addressed and posted on the City's website (www.ci.el-monte.ca.us) by the RELEASE OF INFORMATION REQUESTED DATE.
- 12) If it becomes necessary to revise any part of this RFP, an addendum will be posted on the City's website. It shall be the sole responsibility of the proposer to check for any addendums to the RFP that may be issued by the City.
- 13) It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP.
- 14) The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.
- 15) Proposers may withdraw their proposal prior to the Submission Deadline.

7. Insurance Requirements

The selected consultant shall provide the following at the time of contract execution.

Insurance coverage must include naming the City of El Monte as additional insured (Form CG2010 or Equivalent), policy number, expiration date, and amounts (limits). *GENERAL LIABILITY CARRIER MUST HAVE A S CURRENT A.M. BEST RATING OF "A VI" OR HIGHER. WORKERS' COMPENSATION CARRIER MUST HAVE A CURRENT A.M. BEST RATING OF "A-VII" OR HIGHER. CARRIERS MUST BE ADMITTED IN CALIFORNIA. MINIMUM ACCEPTABLE LIMITS: GENERAL LIABILITY; GENERAL AGGREGATE \$2,000,000 AND PRODUCTS-COMP/OP AGG \$2,000,000. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY: E.L. EACH ACCIDENT \$1,000,000 AND E.L. DISEASE-EA EMPLOYEE \$1,000,000 AND E.L. DISEASE – POLICY LIMIT \$1,000,000.* Sample is available upon request.

ATTACHMENT A

FORMS

INSURANCE: CG2010

ATTACHMENT B
PROJECT LOCATION MAP

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT SAMPLE

EXHIBIT "B"
CONSULTANT PROPOSAL

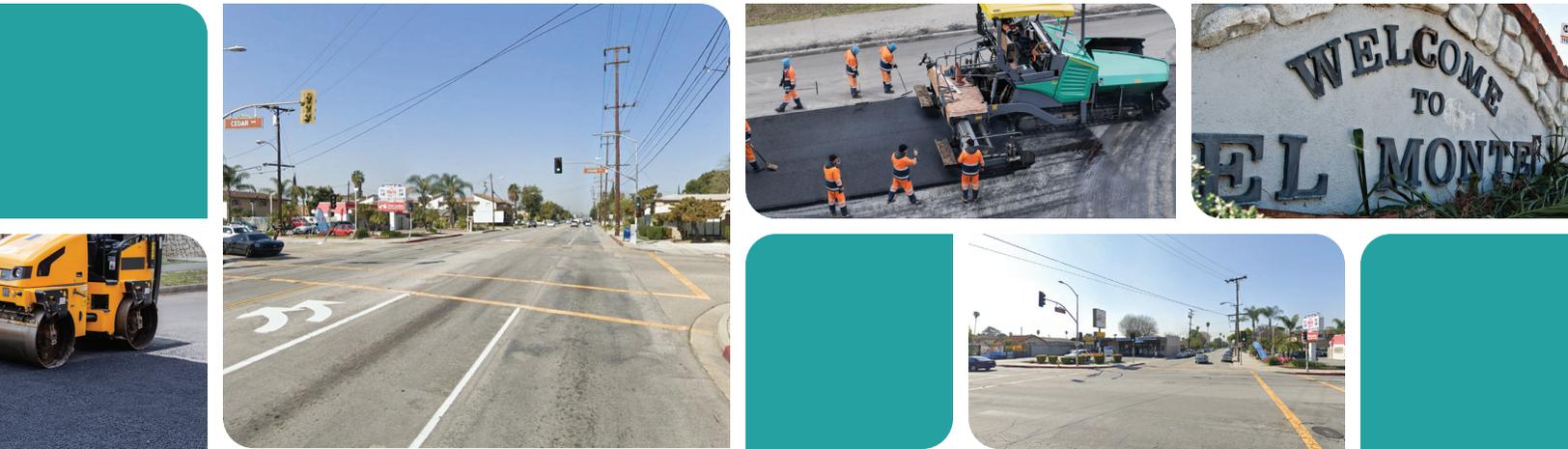
City of El Monte

Proposal

Civil Engineering Design Services

Cedar Avenue, Lower Azusa Avenue Road, and City Limit Area (Zone 2) Street Improvement Project

April 15, 2020



Cover Letter

April 15, 2019

Via Electronic Submittal

City of El Monte – City Hall West
Department of Public Works – Engineering Division
11333 Valley Boulevard
El Monte, CA 91731

Attention: Mr. Braden YU, PE, Public Works and Utilities Director

Subject: **Proposal for Civil Engineering Design Services for Cedar Avenue, Lower Azusa Road, and City Limit Area (Zone 2) Street Improvement Project**

The City of El Monte is seeking a qualified consultant to provide engineering design services for construction of the proposed Cedar Avenue, Lower Azusa Road, City Limit Area (Zone 2) Street Improvement project. The project will resurface over 8-1/2 miles of local streets in the northwest section of the city. The adjacent properties are developed with primarily residential homes with a few church, school, and commercial uses.

The project will involve three different resurfacing strategies – grind and overlay, cape seal, and slurry seal. Including the various pavement strategies provides an advantage to monitor the construction budget during the design process and revise the pavement strategies as necessary to maximize the pavement life of the improvements while keeping costs within the City's construction budget. Willdan Engineering's approach is comprehensive in considering past, current, and potential future constraints and opportunities. We implement project schedules for on-time, within-budget delivery; but, we move beyond that to include ways the design can be completed and delivered with reduced construction costs and impacts to local residents and businesses. With that in mind, Willdan has assembled a project team offering:

Highly Skilled Project Manager

Mr. Tyrone Peter, PE will serve as Project Manager overseeing our project team in meeting the objectives of the entire project. He will be the City's primary contact and administer the day-to-day contract requirements. Mr. Peter's 14 years of experience managing and designing all types of public works projects provide a solid foundation to understand what is needed for delivering successful projects – making him the perfect fit for overseeing the City's Zone 2 street improvements.

Street and Pedestrian Improvement Expertise

Willdan's team has exceptional experience with projects similar to the proposed improvements discussed above. Through our extensive street rehabilitation experience involving over 20,000 street improvement projects for local agencies in Southern California, we possess strong knowledge in pavement strategies that provide the required design life for conditions encountered in the field.

Willdan has read, understands, and agrees to all statements in the City's Request for Proposal and acknowledges receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced. Ms. Vanessa Muñoz, PE, TE, PTOE is authorized to represent Willdan Engineering and bind the firm to all commitments made in our submittal. She can be reached by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by office phone at (562) 908-6200 extension 6225; by cell phone at (562) 447-6844; by fax at (562) 463-4425; or by email at vmunoz@willdan.com.

We look forward to extending our partnership with the City of El Monte and assisting with this very important street improvement project. If there are any questions regarding Willdan's proposal or our capabilities, please contact our Project Manager, Mr. Tyrone Peter, PE by office phone at (562) 908-6200 extension 1457; by cell phone at (714) 393-1963; or by email at tpeter@willdan.com

Respectfully submitted,

Willdan Engineering



Vanessa Muñoz, PE, TE, PTOE
Vice President/Director of Engineering

Proposer's Background

Firm Profile

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in municipal engineering, planning, construction management and inspection, and building safety services along with a full complement of support disciplines.

Financial Stability

Throughout our 55 years in business, Willdan has maintained a strong balance sheet with the financial and staffing resources to perform and complete all contractual obligations. We have continued to grow to better serve our clients by offering an expanding range of municipal services. Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found at www.willdan.com.

There are no pending conditions such as bankruptcy, pending litigation, planned office closure, impending merger, etc., that would impede Willdan's ability to complete the City's contract for the Zone 2 street improvement project.

Corporate Mission and Philosophy

From Day 1, Willdan has maintained a business strategy focused on providing services to only public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of interest with private enterprises conducting business with our public agency clients or within their jurisdictions.

Unique to Willdan is our understanding of public agency needs and issues. Willdan's professionals often serve to extend our clients' staff in the capacity of city and traffic engineers, planning directors, building officials, and other public agency positions. Additionally, many provide the added value of having served as public agency management or technical staff prior to joining Willdan.

Willdan's *Customer-First* corporate culture is at the forefront of all our staff's day-to-day work environment. Our clients' best interests are at the heart of our services.

Our Clients Are Our Priority

- *Thorough review of project scope to avoid cost overruns*
- *Quick response to concerns or questions*
- *Staff trained to look ahead for potential project-delaying challenges*
- *Regular financial and schedule progress reports provided to City staff*
- *Detailed, project-specific quality assurance procedures maintain quality, provide proper quality control, and mitigate our clients' potential liability*

Core Competencies

Willdan's core competencies are in direct alignment with the services required for the City of El Monte's Zone 2 street improvement project.

Survey, Mapping, and Right-of-Way Engineering



Willdan provides a wide range of surveying, mapping, and right-of-way engineering services for major transportation improvements, street widenings, sewer and water improvements, urban redevelopment, final and parcel maps, and easement descriptions. Field services provided by Willdan and/or our subconsultants include boundary surveys and research, topographic base mapping, right-of-way easement stakeout, construction staking, and site surveys.

Utility Coordination and Permitting



Willdan's utility coordination staff is knowledgeable in effectively identifying existing utilities, providing timely notification, and anticipating and resolving potential conflicts on plans and specifications. They are keenly aware that utility identification and location are crucial to project planning and development and are essential to saving time and money and keeping a project schedule on track. Our staff is adept at detailed identification and notification processes required for a myriad of project types.



Civil Engineering



Willdan's civil engineers offer a full complement of roadway and highway design, including feasibility studies (site evaluation/grading/earthwork); project studies and reports; final design; erosion control and site remediation; storm water management; NPDES compliance; utility conflict, ADA, and value engineering analyses; cost estimating and scheduling; and constructability review.

Traffic Engineering



Willdan's traffic engineers are experts in conducting traffic surveys and data collection, investigating motorist and vehicle characteristics, identifying and making recommendations on traffic safety and utilizing traffic laws and enforcement to determine traffic signal timing, and evaluating highway operations. Willdan prepares traffic engineering designs to warn, regulate, and guide traffic. We develop geometric design and channelization, traffic signal and street lighting plans, parking lot designs, and traffic control plans.

Pavement Engineering



Willdan is at the forefront developing new and more cost-effective approaches to rehabilitating pavement structures. Design specifications have been tested and refined for various processes using methods and materials proven to be economical and effective in their application. Our pavement engineering has resulted in a greater understanding of how attention to small or prior record details such as crack treatments, interlayer placement, and removal area selections are crucial to a durable finished pavement.

Qualifications to Provide Required Services

- *High-performance leadership*
 - *Project Manager, Tyrone Peter, PE, offers over 14 years of civil design experience*
 - *Clear understanding and familiarity with alternative pavement rehabilitation techniques*
 - *Satisfied, repeat clients*
 - *City of South Gate – 19 years*
 - *City of Rolling Hills Estates – 38 years*
 - *City of Norwalk – 20 years*
 - *City of Paramount – 40 years*
 - *American Public Works Association awards*
 - *South Gate Firestone Boulevard Corridor Capacity Enhancement*
 - *Los Angeles MTA Orange Line Extension Design/Build*
 - *Rolling Hills Estates Palos Verdes Drive North Bike Lane*
 - *Westlake Village Lindero Canyon Road Bridge*
 - *Elk Grove Bond/Bader Road Intersection Signal*
 - *Elk Grove Grant Line Road Widening and Grade Separation*



Subconsultant Firm Profile

Willdan has carefully selected a subconsultant – Rosell Surveying and Mapping, Inc. – to enhance the in-house capabilities of our own staff. Through our history working closely with Rosell on various improvement projects, we are confident Rosell's overall services and methodologies enhance Willdan's *Client-First* corporate philosophy. Rosell will report directly to Mr. David Knell, PLS – our proposed Survey Task Manager. Mr. Knell will ensure Rosell provides the same caliber of performance Willdan provides by holding them to our high standards of performance, scheduling, and budgetary controls and incorporating their services and deliverables into our quality assurance reviews.

Rosell Surveying and Mapping, Inc.

Rosell Surveying & Mapping, Inc. began in 1992 as a sole proprietorship and has been a California corporation since 2002. They provide comprehensive services in design surveying, land surveying, construction staking, 3D-laser scanning, and mapping. Rosell is headquartered in Huntington Beach and operates their field crews throughout Southern California from this central hub. Their full-time personnel consists of five field crews, four CAD operators, three survey technicians, four LSITs, two licensed surveyors, and administrative staff. Rosell's survey crews maintain a high level of experience and training on the latest technology in surveying equipment. They offer high-caliber survey personnel and technologically advanced electronic measurement systems using state-of-the-art equipment consisting of RTK, GPS and Robotic Total Station equipment, and both conventional and mobile laser scanners.

Their steady growth over the past few years reflects the quality performance and individual attention provided to clients – achieving project deliverables and meeting clients' expectations and goals while balancing engineering feasibility, economic viability, and environmental sensitivity.

Representative projects for Rosell include:

- Citywide Street Improvements, City of Costa Mesa
- Citywide Street Improvements, City of Manhattan Beach
- Imperial Highway Median, City of Downey
- 600 Right-of-Way Miles Design Surveys , Southern California Edison
- Official Map, Port of Long Beach
- Joint Forces Training Base Lease Parcels Los Alamitos Office of Emergency Services
- Building 318 Facility Upgrades, NASA/JPL

Rosell Surveying and Mapping, Inc. Overview	
Project Lead:	<i>Jeff Farless, PLS</i>
Service to be Provided:	<i>Design Field Survey</i>



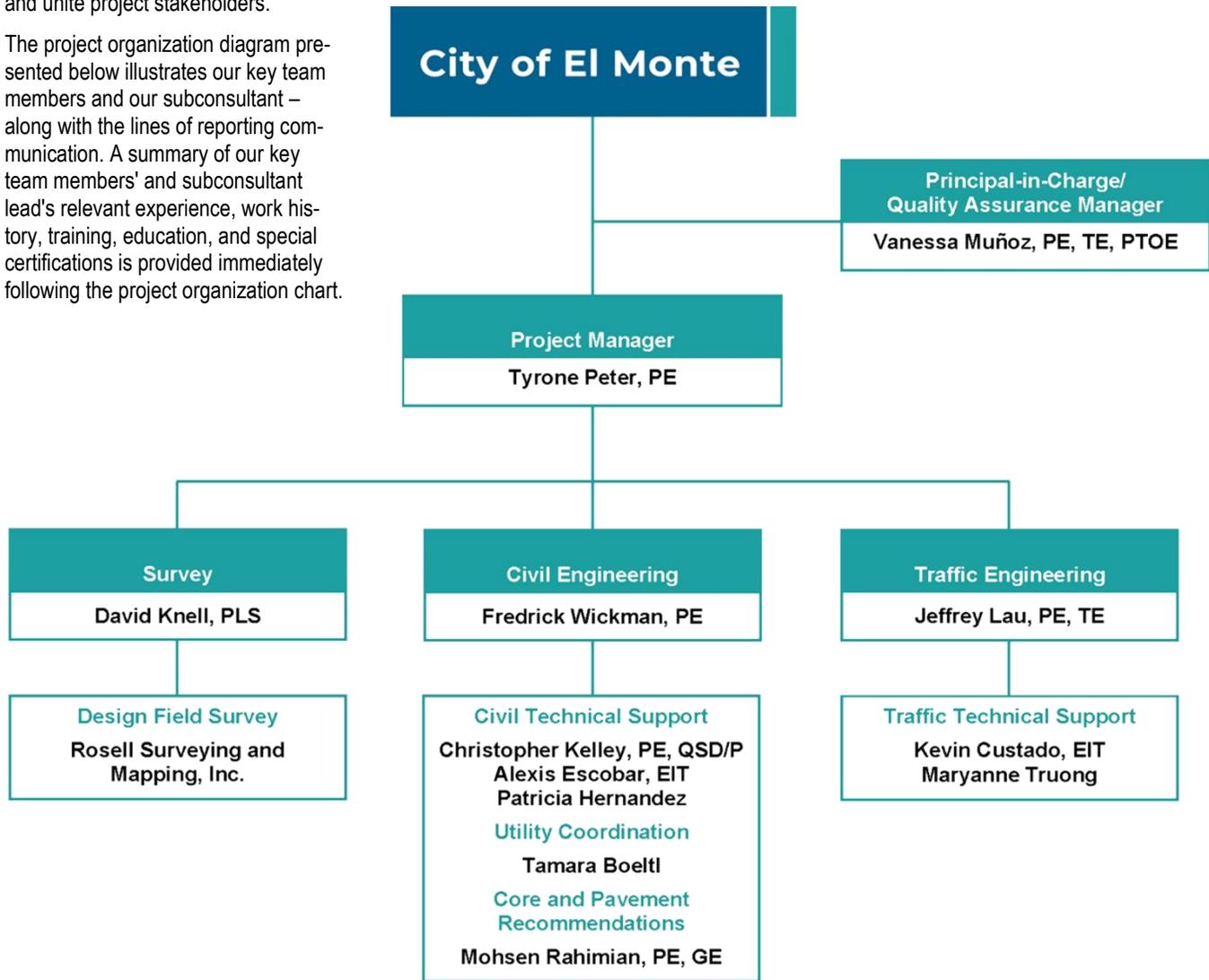
Qualifications and Experience of Proposer's Personnel

As Willdan explored the scope of this project and identified and investigated the key challenges, we assembled our project team – matching expertise to project need. The selected individuals will lend their expertise and knowledge to respond to the needs of the City of El Monte's Cedar Avenue, Lower Azusa Road, and City Limit Area (Zone 2) Street Improvement project and deliver exceptional results. This group of specialized experts is dedicated to serving the City of El Monte through innovative solutions and quality recommendations.

Project Team Organization

Willdan recognizes the uniqueness of the City's project and has tailored our team to meet or exceed the end product envisioned by City staff. Our entire team stands ready to act immediately upon notice to proceed and is committed to working tirelessly to partner with City staff and unite project stakeholders.

The project organization diagram presented below illustrates our key team members and our subconsultant – along with the lines of reporting communication. A summary of our key team members' and subconsultant lead's relevant experience, work history, training, education, and special certifications is provided immediately following the project organization chart.



Tyrone Peter, PE	Project Role ▪ Project Manager	Office Location ▪ Anaheim
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Summary Profile	
<ul style="list-style-type: none"> ▪ BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering ▪ Civil Engineering, Murugappa Polytechnic 	<ul style="list-style-type: none"> ▪ Civil Engineer, California No. 81888 ▪ 14 Years' Experience

Work History
<ul style="list-style-type: none"> ▪ Willdan Engineering – 14 years



Relevant Experience

- Project Manager, Priority 1 Street Improvements – Phases 1, 2, and 3, City of Lynwood
- Civil Engineering Task Manager, Street Resurfacing Improvements FY 2019/2020, City of Rolling Hills Estates
- Civil Engineering Task Manager, Citywide Commercial and Neighborhood Street Improvements, City of Los Alamitos
- City Engineering Task Manager, Glenoaks Boulevard Street Resurfacing, City of San Fernando

David Knell, PLS	Project Role	Office Location
	<ul style="list-style-type: none"> ▪ Survey Task Manager 	<ul style="list-style-type: none"> ▪ Industry

Summary Profile

- BS, Cartography, Boston University, Boston
- Civil Engineering and Land Surveying Classes, California State University, Long Beach
- Land Surveyor, California No. 5301
- 43 Years' Experience

Work History

- Willdan Engineering – 23 years
- Dulin and Boynton Surveyors – 14 years
- Several Small Out-of-Business Orange County Firms, 5 years

Relevant Experience

- Survey Task Manager, Priority 1 Street Improvements – Phases 1, 2, and 3, City of Lynwood
- Survey/Right-of-Way Task Manager, Street Resurfacing on Seven Segments, City of Lakewood
- Survey/Right-of-Way Task Manager, Glenoaks Boulevard Street Resurfacing, City of San Fernando
- Survey/Right-of-Way Task Manager, Orange Avenue and Old Valley Boulevard Street Improvements FY 2017/2018, City of La Puente

Fredrick Wickman, PE	Project Role	Office Location
	<ul style="list-style-type: none"> ▪ Civil Engineering Task Manager 	<ul style="list-style-type: none"> ▪ Anaheim

Summary Profile

- BS, Civil Engineering, Michigan Technological University
- Civil Engineer, California No. 47979
- 31 Years' Experience

Work History

- Willdan Engineering – 1 year
- Lockwood, Andres & Newnam – 2 years
- PBS&J/Atkins – 11 years
- Berryman-Henigar/Bureau Veritas – 2 years
- Norris-Repke – 3 years
- Willdan Engineering – 6 years
- City of Stanton – 5 years
- City of Baldwin Park – 1 year
- County of Orange – 1 year

Relevant Experience

- Civil Engineering Task Manager, Priority 1 Street Improvements – Phases I, II, and III, City of Lynwood
- Quality Assurance Reviewer, Neighborhood Street FY 2019/2020 Improvements, City of La Puente
- Quality Assurance Reviewer, Arterial Street Improvements FY 2018/2019, City of Paramount
- Quality Assurance Reviewer, Lakewood Boulevard Regional Corridor Capacity, City of Lakewood

Jeffrey Lau, PE, TE	Project Role	Office Location
	<ul style="list-style-type: none"> ▪ Traffic Engineering Task Manager 	<ul style="list-style-type: none"> ▪ Industry

Summary Profile

- BS, Civil Engineering, California Polytechnic State University, Pomona
- Civil Engineer, California No. 83887
- Traffic Engineer, California No. 2835
- 16 Years' Experience

Work History

- Willdan Engineering – 14 years
- City of Chino – 2 years

Relevant Experience

- Traffic Engineering Task Manager, Arterial Street Improvements FY 2018/2019, City of Paramount
- Traffic Engineering Task Manager, Street Resurfacing Improvements FY 2019/2020, City of Rolling Hills Estates
- Traffic Engineering Task Manager, Citywide Commercial and Neighborhood Street Improvements, City of Los Alamitos
- Traffic Engineering Task Manager, Glenoaks Boulevard Street Resurfacing, City of San Fernando

Willdan's past experience with projects similar to the City's Zone 2 improvements will be beneficial during the pavement strategy decision process. Due to our extensive street rehabilitation experience our team possesses extensive knowledge of pavement strategies that provide the required design life for the existing conditions encountered in the field. Working with our pavement specialists and geotechnical staff, our team will provide a best-case scenario pavement strategy cost estimate to be compared to the City's construction budget. Based upon the existing conditions and past experience, the pavement strategies will effectively be revisited to provide the longest pavement life while meeting the project construction budget.



Willdan's proposed team members excel at pavement management and roadway rehabilitation. The table illustrates the services we have provided along with each key team member involved with the projects. The construction costs for these select representative projects totals \$20,381,959.

Project	Construction Cost	Disciplines					Project Team		
		Survey	Utility Coordination	Civil Engineering	Traffic Engineering	Pavement Engineering	Tyrone Peter	David Knell	Fredrick Wickman
Paramount	Arterial Street Improvements FY 2018/2019	\$1,737,700	■	■	■	■	■	■	■
	Paramount Boulevard Street Resurfacing FY 2018/2019	\$714,417	■	■	■	■	■	■	■
	Various Neighborhood Street Improvements FY 2017/2018	\$738,000	■	■	■	■	■	■	■
	Arterial Street Resurfacing FY 2017/2018	\$838,000	■	■	■	■	■	■	■
	Alondra Boulevard Street Resurfacing FY 2016/2017	\$878,000	■	■	■	■	■	■	■
Rolling Hills Estates	Street Resurfacing Improvements FY 2019/2020	\$665,727	■	■	■	■	■	■	■
	Various City Streets Resurfacing Improvements FY 2018/2019	\$978,000	■	■	■	■	■	■	■
	Various Street Slurry Seal Improvements FY 2015/2016	\$223,000	■	■	■	■	■	■	■
	Resurfacing and Multi-Use Pedestrian Path FY 2015/2016	\$1,039,695	■	■	■	■	■	■	■
La Puente	Various Street Slurry Seal Improvements FY 2018/2019	\$241,010	■	■	■	■	■	■	■
	Orange Avenue and Old Valley Boulevard Street Improvements FY 2017/2018	\$420,600	■	■	■	■	■	■	■
	Local Street and City Park Improvements FY 2016/2017	\$759,000	■	■	■	■	■	■	■
	Temple Avenue Street Resurfacing FY 2015/2016	\$525,000	■	■	■	■	■	■	■
	Citywide Streets Improvements FY 2014/2015	\$885,000	■	■	■	■	■	■	■
Lynwood	Priority 1 Street Improvements - Phases 1, 2, and 3	\$2,800,000	■	■	■	■	■	■	■
Los Alamitos	Citywide Commercial and Neighborhood Street Improvements	\$1,100,000	■	■	■	■	■	■	■
Bell	Various City Street and Parking Lot Resurfacing Improvements FY 2017/2018	\$770,000	■	■	■	■	■	■	■
Fillmore	Neighborhood Street Resurfacing and Sidewalk, Curb and Gutter Repair FY 2018/2019	\$377,810	■	■	■	■	■	■	■
San Fernando	Glenoaks Boulevard Street Resurfacing	\$1,400,000	■	■	■	■	■	■	■
Hawaiian Gardens	Various Residential Streets Overlay Improvements FY 2017/2018	\$491,000	■	■	■	■	■	■	■
Inglewood	Florence Avenue Corridor Improvements FY 2014/2015	\$1,300,000	■	■	■	■	■	■	■
	Centinela Avenue Resurfacing FY 2017/2018	\$1,500,000	■	■	■	■	■	■	■

Subconsultant Lead Qualifications

Qualifications for our subconsultant Rosell Surveying and Mapping, Inc.'s Field Survey Lead Mr. Jeffrey Farless is provided below.

Jeff Farless, PLS	Project Role ■ Field Survey Lead	Office Location ■ Huntington Beach
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Summary Profile

- Land Surveyor, California No. 9115
- 15 Years' Experience

Work History

- Rosell Surveying and Mapping, Inc. – 15 years

Relevant Experience

- Citywide Street Improvements, City of Costa Mesa
- Citywide Street Improvements, City of Manhattan Beach
- Imperial Highway Median, City of Downey
- 600 Right-of-Way Miles Design Surveys, Southern California Edison
- Official Map, Port of Long Beach



Project Approach

Project Understanding

The proposed pavement rehabilitation strategies for the City's Zone 2 Street Improvement project will include slurry seal, cape seal, and grind and overlay. From our preliminary visual field review, we have estimated the effort involved to prepare the construction package. That estimate indicates there will be approximately 6,990 linear feet of slurry seal, 27,100 linear feet of cape seal, and 13,625 feet of grind and overlay. We propose to prepare 100-foot scale base maps from existing record data for the entire project area. The 100-foot scale maps will be used to identify the limits of the street segments for the slurry seal and cape seal. Separate plan sheets at a 20-foot scale will be prepared for the grind and overlay street segments and referenced on the 100-foot scale map.

We noted that along a few streets one side has recently been resurfaced – possibly due to recent underground utility improvements. Along some cases, the recent resurfacing switches from one side of the roadway to the other along the length of the street. Based upon the final pavement strategies, our design may show recent resurfacing to be joined to complete resurfacing of areas not included in previous project(s) or, if required, the entire street width will be resurfaced.

There are a number of locations that will require curb and gutter reconstruction. Large trees along some of the streets have uplifted the curb and gutter causing significant surface drainage ponding. These locations will be identified on the construction plans for replacement of the curb and gutter. Willdan will consult with City staff regarding the disposition of the trees and potential root pruning. Some curb and gutter in the half-street segments previously resurfaced should be addressed with this project.

The project will implement the City's bicycle master plan recommendations. Based upon the Bicycle Network Map included in the City's 2011 General Plan, a Class III bike boulevard is proposed on the segments of:

- Cogswell Road – Lower Azusa Road to northern project limits
- The Wye Street – Cogswell Road to Buffington Road
- Buffington Road – The Wye Street to Cherrylee Drive
- Cherrylee Drive – Buffington Road to Elrovia Avenue
- Elrovia Avenue – Cherrylee Drive to Hallwood Drive
- Hallwood Drive – Elrovia Avenue to Cedar Avenue
- Cedar Avenue – Lower Azusa Road to Cherrylee Drive

There is a proposed new connection to the River Bike Path indicated as feasibility-to-be-determined. Although there is no direct access to the River Bike Path at the location shown on the Bicycle Network Map for the City's general plan, Willdan will provide analysis for potential points of connection from the northwest section of the project limits.

We understand the City's construction budget is \$1.7 million. Our initial pavement strategy will be determined as discussed below in our scope of work. As we refine our opinion of the construction costs during the final design process, we will monitor the anticipated project costs. With the different pavement rehabilitation strategies, we will revise the pavement strategies for the street segments where the existing condition is near the difference between our initial higher strategy to the less costly strategy to meet the City's budget.

Scope Of Work

Task 0 – Project Management and Record Research

Task 0a – Project Management. Willdan will conduct all tasks necessary to complete the project, including day-to-day project management, meetings, progress reports, project communication and agency follow-up, project scheduling and tracking, invoicing, and overall administration of the project. Willdan's project management approach to manage and control the project is expected to include, but not be limited to:

- Schedule project kick-off meeting to include City staff
- Communicate often with City staff throughout various submittal stages
- Prepare and distribute meeting agendas and minutes for all project meetings
- Submit monthly progress reports to City's Project Engineer
- Develop and monitor critical path method project schedule using Microsoft Project software
- Prepare and provide City staff with project-specific quality assurance plan to ensure quality control for project duration



Task 0b – Records Research. Willdan will obtain available as-built drawings, survey data, and utility contact information from the City. The research may include assessor parcel maps; tract maps; recently completed or planned improvement drawings; and as-built drawings for street, traffic signals, signing, striping, and storm drain as well as municipal improvements such as water and sewer as-builts, atlases, and/or GIS information.

Task 1 – Preliminary Research and Investigation

Task 1a – Topographical Survey. Willdan will perform a field topographical design survey for the streets included in the grind and overlay strategy, including establishing centerline bearings with stationing and locating topographic features within the traveled roadway. Locations of damaged curb and gutter – including sags and uplifts – along with drive approaches, existing and proposed curb ramp locations, surface utilities, drainage facilities, and trees will be included in the survey base maps. During our field review, we will verify parcel addresses and locations of red curb. Based upon our preliminary visual field review, we estimate 13,625 linear feet of streets will be involved in the grind and overlay strategy.

In addition to the grind and overlay streets, we have included an additional two days of field survey to provide elevations based upon a temporary local control for locations for curb and gutter reconstruction and detailed curb access ramps where existing conditions do not permit the use of standard drawings.

Since the grind and overlay strategy will not change the existing grades, a field survey is unnecessary for the resurfacing design. The survey is necessary for Fairview Street from La Madera Avenue to Cogswell Road to construct the new curb and gutter along the entire length. This work is included in our base services for the project along with the additional two days of survey. We have included survey of all the grind and overlay streets as an optional service.

Task 1b – Utility Research. Willdan will conduct a detailed utility search within the project limits. We will obtain lists of utility agencies with facilities within the project limits from the City and from our design look-up service with USA Dig Alert. We will send utility notices using the form provided by the City to all agencies included on the lists. Three notices – preliminary, intermediate, and final – will be sent as necessary. Willdan will develop and maintain a database to track responses from the utility agencies, including verifying submittal of final construction plans for their review, depicting known existing utilities on the project base plans, and coordinating with utility agencies in the event of any conflicts or relocations.

Task 1c – Existing Pavement Sections. Willdan's geotechnical team members will perform requested potholing/cores to determine the existing pavement section and subgrade characteristics.

Task 1d – Implement Bike Master Plan Recommendations. Willdan will review the City's Bike Master Plan and incorporate the recommended Class III bike boulevard pavement markings and signage into the signage and striping plans. We anticipate the Class III bike boulevard will be added to the following street segments:

- Cogswell Road – Lower Azusa Road to Northern project limits
- The Wye Street – Cogswell Road to Buffington Road
- Buffington Road – The Wye Street to Cherrylee Drive
- Cherrylee Drive – Buffington Road to Elrovia Avenue
- Elrovia Avenue – Cherrylee Drive to Hallwood Drive
- Hallwood Drive – Elrovia Avenue to Cedar Avenue
- Cedar Avenue – Between Lower Azusa Road and Cherrylee Drive

Willdan will provide potential points of connection from the northwest section of the project limits to the River Bike Path.

Task 1e – Site Review. Willdan will conduct field reviews to observe the project site and general street conditions; condition of the pavement; striping layouts; pavement legends; and curb, gutter, sidewalk, and driveway approaches within the project limits. We will document the locations of damaged, raised, or sunken curb and gutter, sidewalk, curb ramps, and other concrete improvements within the public right-of-way that are in need of repair. Willdan will note facilities requiring upgrades to current ADA standards. Photographs of all potential problem locations will be taken. Willdan will prepare a photo log with written descriptions and submit it to the City.

Willdan will note the locations of red curbs and house addresses and compare the topographic field survey base maps with existing conditions to include any information that may have been overlooked.

Task 1f – Preliminary Pavement Strategies. Willdan will prepare base plans utilizing the topographic survey base map for the grind and overlay streets and record information for the 100-scale base plans for the cape seal and slurry seal pavement strategies. The concept base maps will be submitted to the City for review and concurrence of the proposed pavement strategy for each street segment. Upon approval of the pavement strategies, Willdan will begin working on the preliminary design.



Task 2 – Preliminary 50- and 80-Percent Design (PS&E)

Task 2a – Preliminary Street Improvement Plans. The 50-percent preliminary design plan for the proposed pavement rehabilitation scenarios will include potential dig-out locations, concrete repair locations, and tree root impacts. In addition, the 50-percent plans will identify deficient ADA ramp locations and non-compliant ADA paths of travel. The 80-percent plans will address City staff's review comments from the 50-percent submittal and add additional detail to provide the contractor with clear direction during construction.

Task 2b – Preliminary Striping Plans. Willdan will prepare signage and striping plans in compliance with current standards based upon the existing striping layout. As discussed in Task 1d above, additional pavement markings and signage will be included for the Class III bike boulevards as recommended in the City's bicycle master plan.

Task 2c – Preliminary Project Specifications. Willdan will prepare the special provisions and technical provisions, to be incorporated into the City's standard boilerplate per the latest editions of the Greenbook, Caltrans, and CA MUTCD. We will provide the project information for the City's standard bid schedule items with quantities and units and the notice inviting bids. The project specifications will include requirements for the contractor to prepare the SWPPP or SUSMP documents as required by the MS4 permit and including drainage and BMP concept discussions for submittal to and approval by the City.

Task 2d – Preliminary Engineer's Estimate. We will provide a preliminary estimate with the 50-percent submittal package with major bid items and will use unit cost data using information provided by the City, recent projects, and Caltrans' contract cost database. As discussed in our project understanding, we will revise our plans and associated estimates throughout the design phase to meet the City's budget constraints.

Task 2e – Meetings with City Staff. Our Project Manager and key staff will attend meetings as stated in the Project Management task above. Agendas and copies of the PS&Es will be provided as required with meeting minutes and action items to follow. Roadway design will be based upon the approved pavement rehabilitation approach, deteriorated pavement full-depth repairs, necessary damaged concrete sidewalks, curbs and gutter repairs, and ADA improvements. Existing utilities and surface elevations will be taken into consideration for the street cross sections.

Task 3 – Final 95- and 100-Percent Design PS&E

Task 3a – 95-Percent PS&E. The design team will update the PS&E to address the City's comments from the 80-percent submittal and any additional decisions from the 80-percent submittal meeting. Revisions to the pavement strategies or other additions and/or deletions from the 80-percent meeting will be incorporated. Willdan will meet with the City after completion of the 95-percent submittal to discuss the revisions included in the 95-percent PS&E submittal and answer any questions.

Task 3b – 100-Percent PS&E. Willdan's design team will revise the PS&E documents incorporating City comments received from the 95-percent submittal. We will then submit final plans, contract specifications, and engineer's estimate to the City. The final PS&E submittal will be in compliance with the requirements as listed in the City's Request for Proposals.

Task 4 – Construction Engineering Support Services (contingent item)

Willdan will provide construction support services to respond to design-related questions during the project bidding and construction phases. We have included 80 hours for this task in our proposed fee schedule as requested. The services will include:

- Respond to questions during bidding phase
- Prepare addenda, if required
- Review contractor submittals during construction for compliance with specifications
- Respond to requests for information from contractor
- Attend meetings during construction as requested by City



Proposed Personnel

Resumes for our Project Manager and his key staff and subconsultant lead are provided below and on the following pages.

Tyrone Peter, PE

Project Manager

Profile Summary

Education:	BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering Civil Engineering, Murugappa Polytechnic
Registration:	Civil Engineer, California No. 81888
Experience:	14 Years

Mr. Tyrone Peter is an accomplished civil engineer for multi-discipline and multi-agency infrastructure projects and is known for providing innovative, quality engineering services to ensure project delivery within budget and schedule. Mr. Peter's years of experience managing and designing all types of public works projects provide a solid foundation to understand what is needed to deliver a successful project and make him the perfect fit for overseeing the entire project as well as specific civil engineering tasks.

Mr. Peter's comprehensive experience includes design of state highway, new street, street widening, street realignment, pavement rehabilitation, light rail and railroad, grade separation, flood control facility, water, and sewer projects. He has supervised feasibility study, project study report, project report, construction document preparation as well as grade certification issuance, construction administration, and construction inspection. He is proficient at managing large project teams with subconsultants and multiple technical disciplines.

Relevant Project Experience

Priority 1 Street Improvements – Phases 1, 2, and 3, City of Lynwood, California. Project Manager responsible for overall project management and oversight required for the street improvement program. The project includes multiple phases for resurfacing selected local streets throughout the City. Various pavement strategies such as slurry seal, grind and overlay, and total reconstruction were incorporated into the street rehabilitations. Existing water and sanitary sewer mains and services were upsized. Willdan provided engineering design, utility coordination, advertising and bid support, and design support during construction.

Urban Bicycle Trail, City of Lynwood, California. Project Manager responsible for overall project management and oversight required for the 1.5-mile bicycle lane improvements in an undeveloped Caltrans's right-of-way adjacent to Interstate 105. It features drought-tolerant planting, lighting for safety and visibility including permeable pavers and bio swale to reduce storm water runoff. Willdan provided pavement strategies consistent with bicycle trail and Caltrans standards. A sustainable, integrated, and efficient design for the bicycle trail that meets general plan objectives contains landscaping and decorative commemorative points of interest along the trail and is consistent with the City's year-round recreational programs.

Downs Street Widening, City of Ridgecrest, California. Civil Engineering Task Manager responsible for providing and overseeing all civil improvement design required for the widening improvements between Upjohn Avenue and Ridgecrest Boulevard. Improvements encompassed street widening and new curb, gutter, curb ramps, and sidewalks. The project involved environmental compliance, right-of-way research, and preliminary and final design, utility research, field investigations, soils testing, and ground survey.

Annual Pavement Preservation Fiscal Year 2017/2018, City of Yorba Linda, California. Project Manager responsible for overall project management and oversight required for the pavement improvement program. Zone 1 encompasses approximately 68 lane-miles of pavement for arterial, collector, and local streets. To meet the City's goal of performing preventive maintenance and increasing the streets' average life by five to seven years, Willdan provided cost-saving current strategies for the City's consideration. These strategies entailed recycled asphalt pavement slurry, cape seal, applying reinforcing layers to wheel paths, using interlayers for crack mitigation, or adding high-tensile fibers to the asphalt mixture. Willdan recommended best management practices for the City to implement and manage. Willdan provided civil and traffic engineering design and other appurtenant services.

Emerald Bay Main Gate Safety Improvements, Emerald Bay Service District, Laguna Beach, California. Civil Engineering Task Leader responsible for oversight of all civil engineering services and preparing necessary reports, plans, specifications, and estimates documentation. Improvements involved road widening; guardhouse relocation and reconstruction; grading to accommodate the roadway widening and landscaping; installing upgraded lighting, ADA-compliant curbs and ramps, and retaining and monument walls; widening the right-turn pocket; installing a median; and installing street striping and signage within Caltrans' right-of-way. Willdan provided civil and traffic engineering design and other appurtenant services for safety improvements at the main gate entrance.

Canyon Lakes Pavement Management Program, Canyon Lakes POA, Canyon Lakes, California. Project Manager responsible for overall project management and oversight required for the pavement improvement program. Willdan provided engineering services to implement the Association's adopted pavement management program. The pavement improvement locations included 1.7 miles of arterial



street segment and 15 parking lots within the gated community. Each parking lot included geotechnical assessment and pavement strategies and was evaluated to maximize the number of usable parking spaces and improve usability by residents and guests. The project improvements conformed to ADA requirements; were consistent with the Association's selected pavement management strategies and previous pavement maintenance actions; provided effective, compliant drainage; and incorporated sustainable practices and applicable standards.

Long Valley Road/Valley Circle Boulevard/U.S. 101 On Ramp Improvements, City of Hidden Hills, California. Project Manager responsible for overall project management and oversight required for the project. The improvements encompassed adding a parking lot, improving Long Valley Road and Valley Circle Boulevard to provide safer pedestrian access and travel ways, installing a right-turn pocket at Long Valley Road and the Valley Circle Boulevard, U.S. 101 on ramp intersection, and installing an additional right-turn pocket to address city entrance traffic queuing during peak hours. Willdan is coordinating with Caltrans, City of Los Angeles, City of Hidden Hills, Hidden Hills Community Association, Los Angeles Metropolitan Transportation Authority, and any affected utility companies. Additional improvements entail parking lot pavement improvements, striping and signage, possible guard house relocation, traffic turnaround area, and a second parking lot. The project is funded through County of Los Angeles Measure R and Measure M funds and Willdan will assist the City with administration of these grants.

Woodleigh Lane Improvements, City of La Cañada Flintridge, California. Senior Civil Designer responsible for coordinating and preparing the contract documents for approximately 2,855 linear feet of residential street improvements between Foothill Boulevard and Berkshire Avenue. Comprehensive engineering design services involved environmental documents; civil, drainage, traffic, and geotechnical engineering; survey; right-of-way mapping and engineering; utility and neighborhood coordination; landscaping, hardscaping, and tree preservation and/or restoration; and SWPPP and NPDES compliance. The improvements encompassed total reconstruction of the asphalt concrete roadway with asphalt-rubberized hot mix; reconstructing PCC curbs, gutters, drive approaches, and access ramps; reconstructing catch basins; installing TMDL BMP; restoring landscaping, hardscaping, and irrigation; preserving treescaping; reinstalling traffic striping, curb house numbers, pavement legends, and signage; preparing and implementing SWPPP; and other related services.

Various Street Improvements, Various Agencies, California. Civil Engineering Task Manager responsible for all civil design services required for the street improvement projects designed below.

- Street Resurfacing Improvements FY 2019/2020, City of Rolling Hills Estates
- Various City Streets Resurfacing Improvements FY 2018/2019, City of Rolling Hills Estates
- Citywide Commercial and Neighborhood Street Improvements, City of Los Alamitos
- Neighborhood Street Resurfacing and Sidewalk, Curb and Gutter Repair FY 2018/2019, City of Fillmore
- Glenoaks Boulevard Street Resurfacing, City of San Fernando
- Centinela Avenue Resurfacing FY 2017/2018, City of Inglewood
- Sanborn and Mulford Parking Lot Pavement Rehabilitation, City of Lynwood
- Arrow Highway Raised Median and Pavement Rehabilitation, City of Azusa
- Phase 2 Pavement Rehabilitation, Saddle Creek Community Services District
- Citywide Pavement Rehabilitation, City of San Bernardino
- Annual Street Improvement FY 2018/2019, City of Westlake Village



David Knell, PLS**Survey Task Manager****Profile Summary**

Education:	BS, Cartography, Boston University, Boston Civil Engineering and Land Surveying Classes, California State University, Long Beach
Registration:	Land Surveyor, California No. 5301
Experience:	42 Years

Mr. David Knell has a wide range of experience preparing and checking subdivision maps. As a contract map checker for the Cities of Agoura Hills, Dana Point, Lake Forest, Bell Gardens, Paramount, and Cerritos and as a surveyor in private practice, Mr. Knell has been involved in preparing and checking numerous parcel maps and tract maps, ALTA surveys, records-of-survey, lot line adjustments, parcel map waivers, certificates of compliance, and boundary determination. He is responsible for preparing legal descriptions and sketches for a wide range of easements involving utilities, air space reservations, and construction projects. Mr. Knell works with major utilities and title companies in determining easements and correcting defective legal descriptions. His experience includes supervising field crews, overseeing an office staff dealing with various survey projects, and extensive experience with local, state, and federal agencies.

Relevant Project Experience

Priority 1 Street Improvements – Phases 1, 2, and 3, City of Lynwood, California. Survey Task Manager responsible for all survey and mapping services required for the street improvement program. The project includes multiple phases for resurfacing selected local streets throughout the City. Various pavement strategies such as slurry seal, grind and overlay, and total reconstruction were incorporated into the street rehabilitations. Existing water and sanitary sewer mains and services were upsized. Willdan provided engineering design, utility coordination, advertising and bid support, and design support during construction.

Street Resurfacing on Seven Segments, City of Lakewood, California. Survey Task Manager responsible for all survey and mapping services required for the seven street improvement segments. The project entailed contract administration, construction observation, engineering support, monument restoration, construction survey, utility coordination, material testing, Caltrans award and invoicing, federal labor compliance services, and additional design services.

Various Street Improvements, Various Agencies, California. Survey Task Manager responsible for all survey and mapping services required for the street improvement projects designed below.

- Various Neighborhood Street Improvements FY 2018/2019, City of Paramount
- Paramount Boulevard Street Resurfacing FY 2018/2019, City of Paramount
- Various Neighborhood Street Improvements FY 2017/2018, City of Paramount
- Arterial Street Resurfacing FY 2017/2018, City of Paramount
- Alondra Boulevard Street Resurfacing FY 2016/2017, City of Paramount
- Street Resurfacing Improvements FY 2019/2020, City of Rolling Hills Estates
- Various City Streets Resurfacing Improvements FY 2018/2019, City of Rolling Hills Estates
- Resurfacing and Multi-Use Pedestrian Path FY 2015/2016, City of Rolling Hills Estates
- Orange Avenue and Old Valley Boulevard Street Improvements FY 2017/2018, City of La Puente
- Temple Avenue Street Resurfacing FY 2015/2016, City of La Puente
- Citywide Streets Improvements FY 2014/2015, City of La Puente
- Citywide Commercial and Neighborhood Street Improvements, City of Los Alamitos
- Glenoaks Boulevard Street Resurfacing, City of San Fernando
- Various Residential Streets Overlay Improvements FY 2017/2018, City of Hawaiian Gardens
- Florence Avenue Corridor Improvements FY 2014/2015, City of Inglewood



Fredrick Wickman, PE

Civil Engineering Task Manager

Profile Summary

Education:	BS, Civil Engineering, Michigan Technological University, Houghton n
Registration:	Civil Engineer, California, No. 47979
Experience:	31 Years

Mr. Fredrick Wickman possesses extensive expertise with municipal and public works capital improvement and maintenance projects. He is an experienced project manager – skilled at building strong relationships with clients, community members, fellow staff, and supervisors. Mr. Wickman is familiar with approval and permitting procedures for federal, state, county, and local jurisdictions. He has experience with funding sources, including assessment districts; enterprise funds; and other federal state, and local programs. Mr. Wickman's broad experience in city engineering, project management, and design team supervision of design teams, along with his exceptional understanding of procedures and processes for public works and engineering operations in the municipal arena provide a strong project manager capable of maintaining budgets and schedules for our client's capital improvement projects.

Relevant Project Experience

Priority 1 Street Improvements – Phases 1, 2, and 3, City of Lynwood, California. Civil Engineering Task Manager responsible for all civil design and studies required for the street improvement program. The project includes multiple phases for resurfacing selected local streets throughout the City. Various pavement strategies such as slurry seal, grind and overlay, and total reconstruction were incorporated into the street rehabilitations. Existing water and sanitary sewer mains and services were upsized. Willdan provided engineering design, utility coordination, advertising and bid support, and design support during construction.

Neighborhood Street FY 2019/2020 Improvements, City of La Puente, California. Quality Assurance Manager responsible for ensuring services and deliverables for neighborhood street improvements throughout the City met Willdan's high standards of performance and City project expectations. The improvements involved grinding and resurfacing; damaged pavement, curb, gutter, sidewalk, and drive and alley approach removal and reconstruction, deep-lift asphalt concrete construction; bringing curb access ramps to ADA compliance and surface utilities to grade; and signing and striping.

Arrow Highway Raised Median Improvements, City of Azusa, California. Civil Engineering Task Manager responsible for all engineering services provided for the 1.10-mile raised median improvement project to mitigate accidents and provide safer crossing for pedestrians. The improvements entail roadway resurfacing and sidewalk, curb, and gutter reconstruction. Coordination with the County of Los Angeles and neighboring City of Covina will be performed during the design process. The project is partially funded through Measure M and Highway Safety Improvements Program grants. Caltrans' Local Assistance office is providing funding allocation. Willdan is providing engineering design, utility coordination and relocation, NEPA approval documentation, right-of-way certification, E-76 application assistance, and public outreach.

Various Street Improvements, Various Agencies, California. Quality Assurance Manager responsible for ensuring services and deliverables for street improvements throughout the various cities met Willdan's high standards of performance and agency project expectations the street improvement projects designed below.

- Arterial Street Improvements FY 2018/2019, City of Paramount
- Paramount Boulevard Street Resurfacing FY 2018/2019, City of Paramount
- Alpine Pedal Path Rathbun Creek Extension, City of Big Bear Lake
- Intersection Improvement Project, City of La Puente
- Street Improvements on Various City Streets, HSIP Project, City of La Puente
- Community Centre ADA Improvements, City of Los Alamitos
- Palos Verdes Drive South Intersections Street Improvement Project, City of Rancho Palos Verdes
- Inglewood Intermodal Transit Center, City of Inglewood



Jeffrey Lau, PE, TE**Traffic Engineering Task Manager****Profile Summary**

Education:	BS, Civil Engineering Polytechnic State University, Pomona
Registration:	Civil Engineer, California No. 83887 Traffic Engineer, California No. 2835 Doppler Radar Operator
Experience:	16 Years

Mr. Jeffrey Lau possesses expertise with various facets of traffic engineering, including field investigations, traffic data collection and analysis, traffic design, and project management. Mr. Lau has been involved in field work, design, and drafting on a variety of traffic engineering projects, including traffic signals, signing and striping, street lighting, and construction traffic control. He has assisted with preparation of traffic impact studies and analyses, plan reviews, and engineering and traffic survey studies, and re-certifications/updates. Mr. Lau is highly proficient in numerous traffic software programs such as AutoCAD, MicroStation, Synchro, HCS+, PC-Warrants, AGi32, and Crossroads Collision Database.

Relevant Project Experience

Priority 1 Street Improvements – Phases 1, 2, and 3, City of Lynwood, California. Traffic Engineering Task Manager responsible for all traffic design and studies required for the street improvement program. The project includes multiple phases for resurfacing selected local streets throughout the City. Various pavement strategies such as slurry seal, grind and overlay, and total reconstruction were incorporated into the street rehabilitations. Existing water and sanitary sewer mains and services were upsized. Willdan provided engineering design, utility coordination, advertising and bid support, and design support during construction.

Arterial Street FY 2018/2019 Improvements, City of Paramount, California. Traffic Engineering Task Manager responsible for all traffic design and studies required for the resurfacing resurface improvements between Rosecrans Avenue and Interstate 105. The project encompassed pavement grinding and new overlay, damaged pavement removal and reconstruction, bringing curb access ramps to ADA compliance and surface utilities to grade, and signing and striping. Since a portion of the project was located within the City of South Gate's jurisdiction, coordination with the City's Public Works Department was provided.

Neighborhood Street FY 2019/2020 Improvements, City of La Puente, California. Traffic Engineering Task Manager responsible for all traffic design and studies required for neighborhood street improvements throughout the City. The improvements involved grinding and resurfacing; damaged pavement, curb, gutter, sidewalk, and drive and alley approach removal and reconstruction, deep-lift asphalt concrete construction; bringing curb access ramps to ADA compliance and surface utilities to grade; and signing and striping.

Various Street Improvements, Various Agencies, California. Traffic Engineering Task Manager responsible for all traffic design and studies services required for the street improvement projects designed below.

- Various Neighborhood Street Improvements FY 2018/2019, City of Paramount
- Alondra Boulevard Street Resurfacing FY 2016/2017, City of Paramount
- Street Resurfacing Improvements FY 2019/2020, City of Rolling Hills Estates
- Resurfacing and Multi-Use Pedestrian Path FY 2015/2016, City of Rolling Hills Estates
- Various Street Slurry Seal Improvements FY 2018/2019, City of La Puente
- Orange Avenue and Old Valley Boulevard Street Improvements FY 2017/2018, City of La Puente
- Citywide Commercial and Neighborhood Street Improvements, City of Los Alamitos
- Various City Street and Parking Lot Resurfacing Improvements FY 2017/2018, City of Bell
- Glenoaks Boulevard Street Resurfacing, City of San Fernando
- Various Residential Streets Overlay Improvements FY 2017/2018, City of Hawaiian Gardens
- Florence Avenue Corridor Improvements FY 2014/2015, City of Inglewood
- Centinela Avenue Resurfacing FY 2017/2018, City of Inglewood



Jeff Farless, PLS
Field Survey Lead

Profile Summary

Registration: Land Surveyor, California No. 9115
Experience: 15 Years

Mr. Jeff Farless manages and is responsible for the oversight and scheduling of all technical office staff as well as the operations and quality control of all projects. Jeff works with the cities and counties to record Final maps, Corner Records and Record of Surveys. He has proficient knowledge in writing legal descriptions and preparing plats.

Mr. Farless has completed an extensive amount of work for the Asplundh Electrical Construction Services portfolio involving multiple Southern California Edison projects. This includes over 300 miles of urban boundary, topographical, and as-built surveys for design purposes; right-of-way staking and boundary resolution; writing easements and legal descriptions; preparing detailed underground inventory maps, as-builts for sub-stations and transmission lines; and working on the proposed Port of Long Beach Pier G substation.

Mr. Farless oversees the Long Beach Wetlands Rehabilitation Area – an 85-acre ALTA and record-of-survey, including legal description and plats. He wrote the Majestic Development Interstate 215 expansion legal description and plat for the Riverside County Transportation Committee. Mr. Farless served as Project Manager for the Los Angeles Air Force Base Privatization project with responsibilities encompassing complete boundary survey, GPS control network, final monuments, and a record-of-survey for multiple site locations, including Fort MacArthur, Pacific Crest, and Pacific Heights.



Quality Assurance/Quality Control Procedures

Overarching Project and Quality Controls

Willdan's project control system is designed to provide a coordinated effort between all task facets of a project in the framework of the pre-established master schedule, budget controls, and reporting system.

Manhour Control

The manhour breakdown structure subdivides the work into manageable segments and is the basis for our project managers' project control plan. The structure is tailored to specific project needs, but generally has typical elements, including codes to identify work segments and engineering disciplines, weekly reports, and project resources schedule. To monitor labor costs, each person performing work on a project completes a weekly timecard that identifies the project, segment of work, and engineering discipline by code. Man-hour summary reports are developed weekly from the timecards and are issued to our project manager for review. Each project manager then updates the schedule. This simple system provides accountability for Willdan's payroll, billings, and progress reporting and serves as the basis for all cost-related project management data.

Cost Control

The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work. Beginning with electronic timekeeping, project hours are assigned to the appropriate tasks and subtasks and booked as work-in-process. Pre-bill reports are generated that identify the hours to be billed, along with any other direct charges to the project. This is the information used to determine each month's invoicing. Once hours and charges are billed, they are shifted from Work-in-Process to Accounts Receivable to ensure that billed hours are inactivated. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.

Schedule Control

Schedule control is discussed in detail under the Schedule Control section of this proposal.

Progress Reporting

The submittal requirements and format for consistent monthly reporting of project costs and status will be confirmed with the City during the project start-up period. The status report will contain a project performance summary, action items, outstanding items to be resolved, updated schedule, and comparison and narrative of budgeted costs versus actual costs.

Quality Assurance and Control

Quality assurance and control procedures are critical to ensuring sound engineering practices and quality deliverables are produced for our clients. In accordance with Willdan's Quality Assurance/Control Manual, Ms. Vanessa Muñoz, PE, TE, PTOE will serve as the project's Quality Assurance Manager. Project-specific quality assurance activities will be planned at the beginning of the project. Typical activities include assigning appropriate staff for review of technical design and potential construction issues, selecting the proper project technical approach, establishing a project schedule that meets City deadlines, and determining the proper level of quality assurance and control reviews. There are four review levels for project deliverables:

- Level 1 – peer review only
- Level 2 – peer review and editorial review (documents)
- Level 3 – peer review, editorial review, and professional engineer review
- Level 4 – all elements of Level 3 plus additional reviews by specific technical experts

The two major components of the quality assurance review are technical and communication reviews. A Level 3 review will be performed on engineering design plans, specifications, and cost estimate to ensure the design is sound, constructible, and appropriate for the intended use and to confirm deliverables meet the scope of work requirements. This process involves reviews by independent designers and the Project Manager prior to submittal for formal review under the agreed-upon project-specific quality assurance plan. Project documents, including letters and correspondence, are subject to a Level 2 review to ensure deliverables are reasonably organized, text and presentation are understandable and easy to follow, any required formats are followed, and there are no grammatical or spelling errors.



References

The clients we have chosen to verify our reputation and qualifications will confirm our dedication to expert technical ability, excellent service, and project commitment. We encourage the City to contact these references.

Priority 1 Street Improvements – Phases 1, 2, and 3

Client Name and Address:

City of Lynwood
1330 Bullis Road
Lynwood, CA 90262

Contact Name, Title, and Phone Number:

Lorry Hempe
Special Projects Project Manager
(310) 603-0220 extension 500

Project Dates:

2019 to 2020

Similarities to Cedar Avenue/Lower Azusa/City Limit Area Scope of Services:

- Multiple resurfacing strategies such as slurry seal, grind and overlay, and total reconstruction
- Damaged sidewalks, drive approaches, curb, and gutter reconstruction
- ADA-compliant curb access ramps reconstruction/construction
- Curb and gutter construction for street segments where none existed
- Signing and striping installation per current standards
- Parkway tree coordination with City staff

Involved Proposed Project Team Members:

- Tyrone Peter
- Fredrick Wickman
- David Knell
- Jeffrey Lau
- Tamara Boeltl
- Alexis Escobar
- Maryanne Truong

Project Description:

Willdan is providing engineering services for design, bidding, and construction support services for the City's Priority 1 Street Improvement Program. The project entails multiple phases for resurfacing of selected local streets throughout the City and involves various pavement strategies, including slurry seal, grind and overlay, and total reconstruction. Where identified in the City's master plan, the existing water and sanitary sewer mains and services are upsized to meet existing and future demand. The services include preparation of plans, specifications and estimate; utility coordination; advertising and bidding support; and design support during construction.

Arterial Street FY 2018/2019 Improvements

Client Name and Address:

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Contact Name, Title, and Phone Number:

Sarah Ho
Assistant Director of Public Works
(562) 220-2020

Project Dates:

2018 to 2019

Similarities to Cedar Avenue/Lower Azusa/City Limit Area Scope of Services:

- Full-width pavement grinding and new overlay construction
- Damaged pavement sections removal and reconstruction prior to overlay
- Damaged sidewalks, drive approaches, curb, and gutter reconstruction
- ADA-compliant curb access ramps reconstruction/construction
- Surface utility covers/boxes grade adjustments
- Signing and striping installation per current standards

Involved Proposed Project Team Members:

- Jeffrey Lau
- Christopher Kelley
- Alexis Escobar
- Patricia Hernandez
- Tamara Boeltl
- Kevin Custado
- Maryanne Truong

Project Description:

Willdan provided engineering design and overall project management and oversight to resurface improvements between Rosecrans Avenue and Interstate 105. The scope encompassed approximately 2,700 lineal feet of street improvements, cold milling, rubberized asphalt overlay, curb ramps, sign and pavement legend replacements, and miscellaneous concrete repairs. The project required coordination with the City of South Gate for the road section near the freeway within their jurisdiction. This portion of the project was included in the bid schedule as an additive alternate.

Neighborhood Street FY 2019/2020 Improvements

Client Name and Address:

City of La Puente
15900 East Main Street
La Puente, CA 91744

Contact Name, Title, and Phone Number:

John DiMario
Development Services Director
(626) 855-1517

Project Dates:

2019 to 2020

Similarities to Cedar Avenue/Lower Azusa/City Limit Area Scope of Services:

- Various local streets grinding and resurfacing and new overlay
- Damaged pavement removals and deep-lift AC construction prior to overlay
- Damaged curb and gutter, sidewalk, and drive and alley approach reconstructions
- ADA-compliant curb access ramps reconstruction, where required
- Surface utility grade adjustments
- Signage and striping installation per current standards

Involved Proposed Project Team Members:

- Fredrick Wickman
- Jeffrey Lau
- Alexis Escobar
- Patricia Hernandez
- Tamara Boeltl
- Kevin Custado
- Maryanne Truong



Project Description:

Willdan provided engineering services for design and bidding of annual resurfacing improvements within city neighborhoods. Willdan prepared the plans, specifications, and estimates for the design package and provided bidding assistance services for the project. The project resurfaced over 16,000 feet of the local street system and reconstructed damaged sidewalks, driveways, curb, and gutter to improve surface drainage deficiencies. Curb access ramps were reviewed for compliance with current ADA requirements and were reconstructed or retrofitted with truncated domes as required. Willdan provided turnkey services involving plan, specification, and estimate preparation for the design package; bidding assistance; and review of submittals and responses to requests for information during the construction phase.

Arrow Highway Raised Median Improvements

Client Name and Address:

City of Azusa
213 East Foothill Boulevard
Azusa, CA 91702

Contact Name, Title, and Phone Number:

Robert Delgado
Director of Public Works
(626) 812-5248

Project Dates:

2019 to 2020

Similarities to Cedar Avenue/Lower Azusa/City Limit Area Scope of Services:

- Grind and overlay existing asphalt concrete
- Damaged sidewalks, drive approaches, curb, and gutter reconstruction
- ADA-compliant curb access ramps reconstruction/construction
- Signing and striping installation per current standards
- Parkway tree coordination with City staff

Involved Proposed Project Team Members:

- Tyrone Peter
- Jeffrey Lau
- Fredrick Wickman
- Tamara Boetl
- David Knell
- Maryanne Truong

Project Description:

Willdan is providing engineering services for the 1.10-mile raised median improvement project to mitigate accidents and provide safer crossing for pedestrians. The improvements entail roadway resurfacing and sidewalk, curb, and gutter reconstruction. Coordination with the County of Los Angeles and neighboring City of Covina will be performed during the design process. The project is partially funded through Measure M and Highway Safety Improvements Program grants. Caltrans' Local Assistance office is providing funding allocation. Services encompass engineering design, utility coordination and relocation, NEPA approval documentation, right-of-way certification, E-76 application assistance, and public outreach.

Arrow Highway Raised Median Improvements

Client Name and Address:

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Contact Name, Title, and Phone Number:

Less Johnson
Interim City Manager (former; now at Seal Beach)
(562) 431-2527

Project Dates:

2014 to 2019

Similarities to Cedar Avenue/Lower Azusa/City Limit Area Scope of Services:

- Geotechnical report with recommended pavement strategies
- Full-width pavement grinding and new overlay construction
- Damaged pavement section removals and reconstructions prior to overlay
- Damaged sidewalks, drive approaches, curb, and gutter reconstruction
- ADA-compliant curb access ramps reconstruction/construction
- Surface utility covers/boxes grade adjustments
- Signing and striping installation per current standards

Involved Proposed Project Team Members:

- Tyrone Peter
- Alexis Escobar
- David Knell
- Tamara Boetl
- Jeffrey Lau

Project Description:

Willdan provided design, bidding assistance, construction management, inspection, and materials testing services required for resurfacing various street segments in the Phase II city-wide program such as Via El Mercado, Old Town West comprised of Chestnut Street, Walnut Street, and Florista Street, and various commercial streets such as Cerritos Avenue, Ball Road, Reagan Street, Humboldt Street, Portal Drive, Winners Circle, Los Alamitos Boulevard, and Los Vaqueros Circle. Willdan conducted site reconnaissance to observe the pavement conditions, conducted coring, testing, and engineering analyses and summarized the findings in a geotechnical report. Per the recommendation, City streets within the project limits were ground and resurfaced with 2-inch thick asphalt-rubber hot-mix or removed and replaced with asphalt concrete over aggregate base or with joint plain cement concrete. Cracks were filled with rubberized crack filling material.



Schedule Control

Willdan's management approach is to assign a senior member of our staff to provide complete oversight of the project. For the City of El Monte, Mr. Tyrone Peter, PE – as Project Manager – will be responsible for ensuring quality services are provided and deliverables are submitted in accordance with the agreed-upon schedule and within the established budget. To accomplish this, Mr. Peter will employ the elements below.

- **Project Kick-Off Meetings.** All team members, including subconsultants, City staff, utility companies, and other stakeholders will meet to discuss and clarify the scope, schedule, and other pertinent information related to the project.
- **Continual Communication.** Mr. Peter will continuously keep the City of El Monte apprised of the project status and any issues raised throughout the project by leading regular meetings, submitting written status reports, or implementing other specific means of communication requested by the City.
- **Monthly Project Status Meetings.** Monthly project status meetings will be held to discuss coordination, issues, changes, and other information needed by all team members to keep the project on track in terms of quality, schedule, and budget.
- **Coordination with Utility Agencies and City Departments.** Our task managers will provide the necessary coordination with outside utility agencies and City departments to ensure the constructed project meets the expectations of those with facilities needing adjustment and/or relocation during construction.
- **Subconsultant Resource Management.** Willdan has added Rosell Surveying and Mapping, Inc. to enhance the design field survey capabilities of our team. As illustrated in our project team organization chart, Rosell will report directly to our Survey Task Manager Mr. David Knell, PLS and conduct as-needed field surveys. Mr. Knell will review Rosell's progress during the team's weekly progress meetings with Project Manager Mr. Peter. Our team will ensure Rosell provides the same caliber of performance Willdan provides by holding them to our own high standards of performance, scheduling, and budgetary controls and incorporating their services and deliverables into our quality assurance reviews.

Methods Used to Assist Other Agencies Meet Schedules

In some cases, as with our Priority 1 Street Improvement project for the City of Lynwood, we will expedite design schedules for submittals. Although our project progress submittals are on a tighter schedule than a non-expedited project, we find many times we cannot wait for the next meeting to discuss a design issue. If it is critical to maintaining the project schedule, a telephone call followed by an email will be used. For Lynwood's project, we implemented another level of communication by preparing and submitting weekly lists of items/issues that may not warrant a telephone call and email, but cannot wait for the next progress meeting. We understand City staff members have a number of other tasks besides providing answers to our questions. Willdan's El Monte project team will implement appropriate methods of communication to maintain the project schedule and minimize interruptions to City staff.

There are other methods to maintain a tight project schedule during the design phase. On a similar annual local street resurfacing project for the City of Rancho Palos Verdes, the City requested separate projects for streets utilizing grind and overlay resurfacing and streets receiving slurry seal. The thought was the additional construction management costs would be offset by the reduction in the prime contractor's mark-up of the subcontractor – since few contractors provide both methods of resurfacing. Additional time and cost savings were realized by including the concrete repairs and damaged pavement requiring full-depth replacement within the slurry seal streets in the grind and overlay contract. That eliminated the up-front PCC and AC repairs from the slurry seal contract and allowed the slurry seal contractor to do what they do best – apply the slurry seal to the street.

It is our understanding that the proposed improvements for Zone 2 will be advertised as one construction contract. However, we are open to discussing multiple construction contracts if the City wants to separate the slurry seal and cape seal strategies from the grind and overlay contract.

Willdan has implemented other methods to assist clients with meeting tight construction schedules whether due to funding requirements, coordination with other projects, or due to storm drain construction restrictions during the rainy season. One such method involves pre-ordering long lead-time project materials such as special pipe requirements or traffic signal equipment. Although from our initial assessment of the Zone 2 improvements, it does not appear the project will require long-lead materials, past experience has taught us to expect the unexpected. This does require additional effort during design to include items typically handled by the contractor, but having the agency procure the long-lead materials eliminates the procurement period if left up to the contractor.

Project Management Techniques Used to Avert Potential Delays

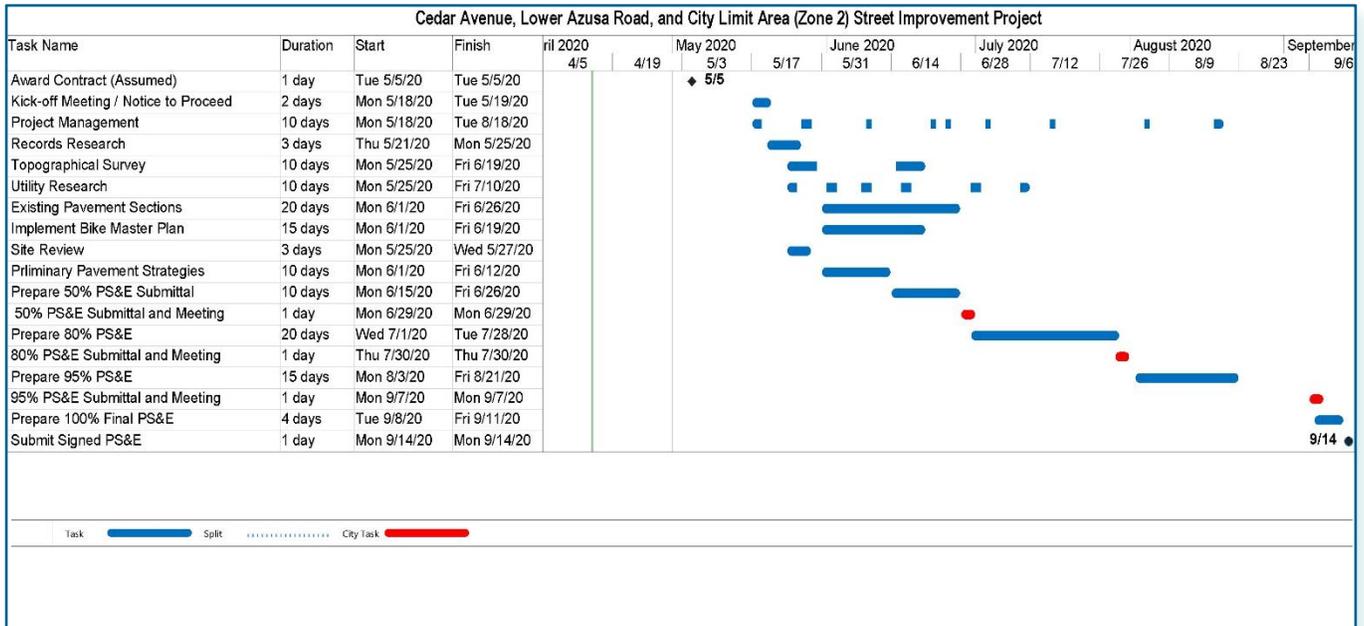
Willdan's team has an appreciation for project schedules based upon many years of dedicated service to public agencies whose constituents expect results and where budgets, funding limits, and deadlines are truly consequential. Our proposed team members are all committed to meeting agreed-upon schedules by honoring commitments made to the City of El Monte.



Using Microsoft Project software, a proposed detailed master schedule has been prepared and is provided at the end of this section. The schedule shows major milestones as outlined in the City's Request for Proposals. This preliminary schedule will be discussed at the kick-off meeting and updated as agreed upon. This schedule will be updated monthly to reflect actual and forecasted completions. This enables Mr. Peter and our team members to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule.

If it is determined that a design or construction element is falling behind schedule, Mr. Peter will meet with the respective team members, identify the challenge, and assign extra support and effort as needed to bring the project back on track. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions taken. Mr. Peter will monitor all project progress on a weekly basis utilizing the below steps.

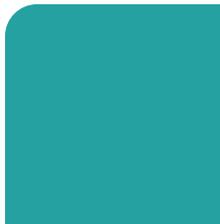
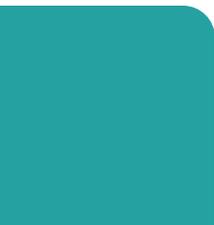
- Assign staff with appropriate level of expertise to develop and deliver submittals correctly and avoid costly rework
- Frequently check-in with City, Willdan's team members, and subconsultant to update task progress and implement corrective measures to maintain schedule
- Conduct project team meetings to discuss task progress related to schedule and means and methods to ensure project team members remain on path identified at project onset
- Develop thorough meeting minutes and hold team members accountable with specifically-identified action items, deadlines, and decisions



Fee Schedule/Cost Proposal

In accordance with the City's Request for Proposal, Willdan has provide our fee schedule/cost proposal in a separate, sealed envelope.





13191 Crossroads Parkway North, Suite 405
Industry, California 91746-3443
800.499.4484 | 562.908.6200 | Fax: 562.695.2120

www.willdan.com

EXHIBIT "C"
FEE SCHEDULE

May 4, 2020

Via Electronic Submittal

City of El Monte – City Hall West
Department of Public Works – Engineering Division
11333 Valley Boulevard
El Monte, CA 91731

Attention: Mr. Braden YU, PE, Public Works and Utilities Director

Subject: **Revised Fee Proposal for Civil Engineering Design Services for Cedar Avenue, Lower Azusa Road, and City Limit Area (Zone 2) Street Improvement Project**

Willdan Engineering's fee for services outlined and presented in our technical proposal is provided as requested in the City of El Monte's Request for Proposals. Our fees are based upon the preliminary review of the street conditions to determine the pavement strategies as described in our proposal. For the slurry seal and cape seal streets, we have recommended 100-foot base mapping. We have provided a fee to create the 40-foot base mapping as an optional service for the City's consideration. A base fee is included for design survey services only along Fairview Street from La Madera Avenue to Cogswell Road that requires full length curb and gutter construction, plus an additional two days for locations to be determined as needed. An optional fee for design survey along with all the grind and overlay streets is provided for City staff's consideration.

We look forward to extending our partnership with the City of El Monte and assisting with this very important street improvement project. If there are any questions regarding Willdan's proposal or our capabilities, please contact our Project Manager, Mr. Tyrone Peter, PE, by phone at (562) 908-6200 extension 1457; by cell phone at (714) 393-1963; or by email at tpeter@willdan.com

Respectfully submitted,

Willdan Engineering



Vanessa Muñoz, PE, TE, PTOE
Vice President/Director of Engineering

Summary Task	Project Manager \$190	Traffic Engineering Lead \$190	Civil Engineering Lead \$190	Assistant Engineer III \$138	Assistant Engineer I \$116	Designer II \$145	Assistant Engineer IV \$143	Assistant Engineer II \$132	Principal Survey Manager \$190	Senior Survey Analyst \$158	Principal Geotechnical Engineer \$185	Project Engineer/Geologist \$145	Field Engineer/Geologist \$120	Utility Coordinator \$125	Estimated Hours	Expenses	Estimated Cost
Task 0 - Project Management and Records Research																	
Task 0a – Project Management	20.0	2.0	2.0												24		\$4,560
Task 0b – Records Research					12.0										12		\$1,392
Subtotal	20.0	2.0	2.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	36		\$5,952
Task 1 - Preliminary Research and Investigation																	
Task 1a – Topographical Survey (Fairview from La Madera to Cogswell + 2 days)									4.0	12.0					16	\$8,880	\$11,536
Task 1b – Utility Research														20.0	20		\$2,500
Task 1c – Existing Pavement Sections											12.0	26.0	40.0		78	\$14,800	\$25,590
Task 1d – Implement Bike Master Plan Recommendations		2.0					6.0	8.0							16		\$2,294
Task 1e – Site Review			4.0		32.0			12.0							48	\$175	\$6,231
Task 1f – Preliminary Pavement Strategies			8.0		40.0										48		\$6,160
Subtotal	0.0	2.0	12.0	0.0	72.0	0.0	6.0	20.0	4.0	12.0	12.0	26.0	40.0	20.0	226	\$23,855	\$54,311
Task 2 - Preliminary Design (80% PS&E)																	
Task 2a – Preliminary Street Improvement Plans	6.0		8.0	50.0	70.0	120.0									254	\$150	\$35,230
Task 2b – Preliminary Striping Plans		2.0					38.0	50.0							90	\$100	\$12,514
Task 2c – Preliminary Project Specifications		1.0	4.0	24.0			2.0	2.0							33		\$4,812
Task 2d – Preliminary Engineer's Estimate		1.0		4.0		16.0	2.0	2.0							25		\$3,612
Task 2e – Meetings with City Staff	6.0	4.0	4.0												14	\$25	\$2,685
Subtotal	12.0	8.0	16.0	78.0	70.0	136.0	42.0	54.0	0.0	0.0	0.0	0.0	0.0	0.0	416	\$275	\$58,853
Task 3 – Final Design (95% and 100% PS&E)																	
Task 3a – 95% PS&E	4.0	1.0	8.0	24.0	54.0	60.0	8.0	12.0							171		\$23,474
Task 3b – 100% PS&E	4.0	1.0	6.0	16.0	24.0	36.0	4.0	4.0							95		\$13,402
Subtotal	8.0	2.0	14.0	40.0	78.0	96.0	12.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	266	\$0	\$36,876
Task 4 – Construction Engineering Support Services (contingent item)																	
Task 4a – Construction Engineering Support	16.0	6.0	6.0	24.0		8.0	20.0								80	\$200	\$12,852
Subtotal	16.0	6.0	6.0	24.0		8.0	20.0								80	\$200	\$12,852
Task 5 – Public Outreach (contingent item)																	
Task 5a – Public Outreach (Multi-Lingual Flyer/Outreach Meeting)	2.0		4.0		10.0										16	\$100	\$2,400
Subtotal	2.0		4.0		10.0										16	\$100	\$2,400
Total	58.0	20.0	54.0	142.0	242.0	240.0	80.0	90.0	4.0	12.0	12.0	26.0	40.0	20.0	1,040.0	\$24,430	\$171,244
Optional Tasks																	
Task 1a – Topographical Survey (additional fee to include all grind and overlay streets)															0	\$50,480	\$50,480
Tasks 2 and 3 – Slurry Seal & Cape Seal Plans (additional fee to create 1" = 40' scale plans)	2.0	2.0	6.0	24.0	60.0	150.0									244	\$0	\$33,922





CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 28, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION PURSUANT TO PUBLIC CONTRACT CODE SECTIONS 20168 AND 22050 DECLARING THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE IMMEDIATE EXPENDITURE OF PUBLIC MONEY TO SAFEGUARD LIFE, HEALTH AND PROPERTY IN CONNECTION WITH THE EMERGENCY REPAIR OF A WATER SERVICE LINES ON SANTA ANITA BOULEVARD BETWEEN LAURELHURST DRIVE AND MILDRED STREET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. By 4/5 vote approve the attached resolution:
 - a. Finding that an emergency exists within the meaning of Public Contract Code 1102 in that damage to a water service lines on Santa Anita Boulevard between Laurelhurst Drive and Mildred Street poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health or essential public services;
 - b. Finding that the public interest and necessity demand the immediate expenditure of public money to repair the water service line to safeguard life, health and property;
 - c. Delegating to the Public Works Director under the supervision of the City Manager the authority to order action to repair or replace the water service line and related infrastructure and equipment to fully abate the emergency;
 - d. Directing the Public Works Director and the City Manager to undertake all subsequent reporting to the City Council required under Public Contract Code 22050(c); and

- e. Authorizing the use of \$84,805 in Bond Proceeds from the El Monte Water Authority Revenue Bonds Series 2018A per budget amendment.

BACKGROUND

On May 13, 2020, a notification of a leaking service line was received by the Utility Department. 316 Engineering & Construction Inc. (316 Engineering) was called to begin the repair based on their immediate availability and their rates being the lowest on-record for emergency call-outs.

The initial replacement quote for the water services for \$22,155 was based on Time & Material (T&M) and the given conditions of the project site before excavation. It was determined that pulling new service lines through the existing lines would be sufficient to complete the repair. Upon excavation it was determined that the repair was much more complicated due to interference of existing repairs, underground services, gas lines, and areas that had encased the services in concrete.

The site has been excavated and the contractor has submitted all encroachment permitting, traffic control plans, and necessary documentation to Public Works. It is determined that there would be further complications to the project area if emergency action isn't taken. The repair needs to be completed in a timely manner to avoid deteriorating traffic conditions at the location along Santa Anita Boulevard.

316 Engineering has submitted an updated quote based on the trenching and street repair of the project area of \$77,095. It is recommended to include a 10% contingency of \$7,710 bringing the total not-to-exceed project budget amendment to \$84,805.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Authority to Act in an Event of an Emergency:

Pursuant to Public Contract Code Sections 20168 and 22050 of the California Public Contract Code, a Public Agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for inviting bids.

Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that action is necessary to respond to the emergency.

Pursuant to Section 22050(b)(1) of the California Public Contract Code, the governing body, by a four-fifths vote, may delegate, by resolution to the City Manager, Chief Engineer, or other nonelected agency officer, the authority to order any action pursuant to Section 22050(a)(1).

The Public Works Director in consultation with the City Manager has made a finding that the emergency will not permit a delay resulting from a competitive bid process and that the action is necessary to respond to the emergency. This finding is based on the Public Works Director's observations of the project area. The Public Works Director has recommended that based on the current conditions, that immediate repair continue to completion.

Initial Review of the Emergency Action

Pursuant to Section 22050(c)(2) of the California Public Contract Code, if a person with authority delegated pursuant to subdivision (b) orders any action specified under Section 22050(1)(a), the governing body shall initially review the emergency action no later than seven (7) days after the action, or at its next regularly scheduled meeting if that meeting will occur no later than fourteen (14) days after the action.

This agenda item is presented to the City Council to report the emergency action taken by the City Manager in compliance with Section 22050(c)(2) relative to reporting to the governing body on the review of the emergency.

Four-fifths Vote Requirement to Continue the Action Thereafter

At every regularly scheduled meeting thereafter, a four-fifths vote of the City Council is needed to continue the action until the action is terminated.

FISCAL IMPACT/FINANCING

The El Monte Water Authority Revenue Bonds Series 2018A will be used to fund this infrastructure water improvement project.

1. Additional water fund proceeds to be appropriated under Account No. 600-06-014-8651 in the amount of \$84,805 necessary to fund this project.
This project will have no impact to the General Fund.

CONCLUSION

It is recommended that the City Council consider and approve the attached Resolution making the findings and authorizing the direction described above.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRADEN YU, P.E.
Public Works and Utilities Director

Attachment(s):

1. Competitive Rates for Call-Outs
2. Contractor Hourly Bidding
3. 316 Current Quote based on current conditions
4. Resolution

DATE: JUNE 02, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

BOUDREAU PIPELINE CORPORATION

PREVAILING WAGE- Rental/T&M rates for Labor, Equipment and Tools (P&O not included)

effective 4/1/16

NON-OPERATED				<u>REGULAR</u>	<u>OVERTIME</u>
180K EXCAVATOR	\$ 304.00	HR	SUPERINTENDENT	\$ 115.00	\$ 153.00
150K EXCAVATOR	\$ 270.00	HR	FOREMAN	\$ 104.00	\$ 139.00
100K EXCAVATOR (460)	\$ 166.00	HR	OPERATOR	\$ 97.00	\$ 130.00
80K EXCAVATOR (330)	\$ 119.00	HR	OILER	\$ 81.00	\$ 108.00
60K EXCAVATOR (290)	\$ 91.00	HR	PIPELAYER	\$ 81.00	\$ 108.00
50K EXCAVATOR	\$ 65.00	HR	LABORER	\$ 75.00	\$ 101.00
135 ZERO SWING EXC	\$ 62.00	HR	CERTIFIED WELDER	\$ 135.00	\$ 180.00
D35 MINI-EX	\$ 49.00	HR			
WHEEL LOADER 4YD Z80	\$ 112.00	HR			
WHEEL LOADER 3YD Z70	\$ 95.00	HR	<u>MISCELLANEOUS</u>		
CAT 420 BACKHOE	\$ 47.00	HR	COMPRESSOR W/ TOOLS	\$ 151.00	DY
500 GAL VERMEER VAC-TRAILER	\$ 100.00	HR	WALK-BEHIND ASPH. ROLL	\$ 115.00	DY
FORKLIFT TELEHANDLER	\$ 57.00	HR	WACKER/TAMPER	\$ 72.00	DY
DOZER	\$ 45.00	HR	VIBRAPLATE	\$ 72.00	DY
SKIDSTEER	\$ 36.00	HR	GENERATOR	\$ 98.00	DY
AZ-500 ZIPPER	\$ 172.00	HR	GRIZZLY SCREEN	\$ 150.00	DY
SKIDSTEER GRINDER	\$ 85.00	HR	CEMENT MIXER	\$ 30.00	DY
SWEEPER	\$ 41.00	HR	LIGHT TOWER	\$ 61.00	DY
COMPACTION WHEEL (EX)	\$ 140.00	DY	MANHOLE BLOWER	\$ 55.00	DY
COMPACTION WHEEL (BH)	\$ 130.00	DY	HYDRO TEST PUMP	\$ 140.00	DY
			BALLING EQUIPMENT	\$ 79.00	DY
10-WHEEL DUMP	\$ 63.00	HR	FIRE HOSE	\$ 15.00	DY
6YD DUMP TRUCK	\$ 48.00	HR	LEAK LOCATING EQUIP	\$ 185.00	DY
2250 GAL WATER TRUCK	\$ 40.00	HR	WELDING TANKS	\$ 49.00	DY
			1"&2" HOT TAP	\$ 120.00	DY
CREW TRUCK W/ TOOLS	\$ 29.00	HR	CORING MACHINE	\$ 130.00	DY
P.U. TRUCK W/ TOOLS	\$ 23.00	HR	2" TRASH PUMP	\$ 65.00	DY
<u>TRAFFIC CONTROL</u>					
ARROWBOARD	\$ 130.00	DY			
CONES/SIGNS HEAVY	\$ 130.00	DY			
CONES/SIGNS LIGHT	\$ 80.00	DY			

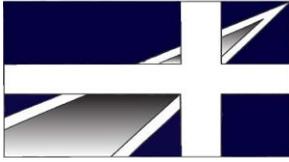
SHORING

ALL RATES PER OUTSIDE SOURCE

*ALL EQUIPMENT SUBJECT TO 2HR MOVE ON (MIN.). EXCAVATORS & HEAVY EQUIPMENT SUBJECT TO 8HR FIRST DAY MINIMUM.

* ALL EQUIPMENT & LABOR SUBJECT TO 4HR MINIMUM.

* ALL EQUIPMENT & TOOLS SUBJECT TO DELIVERY CHARGES AS APPLICABLE.



316

ENGINEERING &
CONSTRUCTION INC.

7434 Garvalia Ave. Rosemead, CA. 91770

818-395-7989 Fax: 626-307-4360

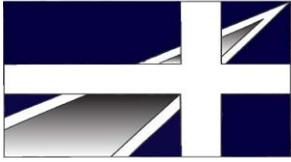
Email: John@316eng.com

Date: 5/13/2020
To: **City of El Monte**
11333 Valley Blvd
El Monte, Ca.
Attention: **Bret Kadel**

Reference: **Replacement of 4 long 1" Water Laterals to Address 3205, 3155, 3145, and 3131 Santa Anita Blvd**

Estimate Includes the following based on open cut installation of four new 1" Poly Pipe lines to replace existing poly pipe water laterals:

- Excavate pits on both sides included removing sidewalk section.
- Set up traffic control as needed. (we will be forced to do this in sections due to high traffic)
- Pothole hand dig to find 16" high pressure gas main.
- Pothole hand dig to find 6" gas main, power duct bank and communication duct bank
- Saw cut and excavate trench for new lateral
- Install new 1" poly lateral & terminate to corp stop and reinstall meter
- Backfill with 1 sack slurry
- Concrete Restoration of sidewalk
 - Labor Estimate per service
 - Foreman Days 16
 - Laborer Man Days 64
 - **LABOR AMOUNT: \$56,000.00**
- Equipment Estimate hours per service
 - Mini ex days 16



316

ENGINEERING &
CONSTRUCTION INC.

- Truck W/Tools days 16
- Pedestrian/ traffic control 16
- Compressor 185 CFM 4
- Asphalt Roller 2
- Bobcat w/grinder 2
- **EQUIPMENT AMOUNT:** **\$13,940.00**

- Material per service
 - Municipex pipe
 - Connectors each end (Does not include a new Corp Stop)
 - Concrete restoration of sidewalk
 - Slurry Backfill
 - Asphalt
- **MATERIAL AMOUNT:** **\$7,155.00**

Estimate is based on 4 water service laterals

Exclusions:

- Permit fee's
- Anything not specifically listed in this quote.
- Any additional excavation for utility clearances which maybe required by utility companies.

We appreciate the opportunity to supply this quotation. If there should be any questions or should you need any further information, please do not hesitate to contact us.

Sincerely

John Massie

DOTY BROS.

Construction Company

COST PLUS RATES
SOUTHERN CALIFORNIA
COST PLUS RATES EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020

CRAFTSMAN/CLASS	PAY CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME	CRAFTSMAN/CLASS	PAY CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME
CARPENTERS					OPERATING ENGINEERS				
General Foreman	CGF	110.62	151.77	192.91	General Foreman, Appdx. A	OGF	124.85	169.84	214.82
Operating Foreman	COF	114.98	158.30	201.61	Foreman, Appdx. A	OFM	121.51	164.83	208.15
Foreman	CFM	105.62	144.26	182.90	Group 1, Appdx. A - Oiler	OG1	113.36	152.60	191.84
Journeyman	CJM	100.62	136.75	172.89	Group 2, Appdx. A - Oiler	OG2	114.66	154.55	194.44
Shingler	CSJ	100.83	137.08	173.32	Group 8, Appdx. A - Universal	OG8	118.18	159.83	201.48
Apprentice - 8th Period (90%)	CA8	93.39	125.91	158.44	Group 10, Appdx. A - Mechanic	OGA	118.38	160.13	201.88
MILLWRIGHTS					Group 8, Appdx. B - Crane < 25 Tons	OB8	118.66	160.55	202.44
General Foreman	CMG	111.46	153.02	194.57	Group 9, Appdx. B - Crane > 25 Tons	OB9	118.94	160.98	203.01
Foreman	CMF	106.45	145.51	184.57	Apprentice, Grp 8, Appdx A - Step 6 (90%)	OA6	109.85	147.33	184.82
Journeyman	CMJ	101.45	138.00	174.56	U.A. PIPEFITTERS/WELDERS				
Apprentice - 8th Period (95%)	CM8	90.48	121.55	152.63	INDUSTRIAL				
CEMENT MASONS					General Foreman	IGF	136.53	186.71	236.88
Foreman	MFM	100.79	134.15	167.51	Foreman	IFM	128.18	174.34	220.50
Journeyman	MJM	95.79	126.65	157.51	Journeyman - Welder/Fitter	IJM	115.62	155.76	195.90
F&T Machine Operator	MTO	96.21	127.27	158.34	Industrial Welder	IIW	123.64	167.79	211.94
Apprentice - 8th 6 Mos. (90%)	MA8	89.62	117.39	145.16	Apprentice - Fifth Year	IA5	92.12	124.23	156.34
LABORERS					SHORTLINE (LOCAL 250)				
Operator General Foreman	LOG	119.12	164.11	209.09	Foreman	SFM	128.88	179.40	226.89
Operator Foreman	LOF	115.78	159.10	202.42	Journeyman (Welder/Fitter)	SJM	121.46	168.26	212.30
General Foreman	LGF	97.35	131.45	165.56	Welder Helper	SWH	72.91	97.75	120.11
Foreman	LFM	95.68	128.95	162.22	UTILITY				
Group 1 - General	LG1	87.93	117.32	146.71	Operator Foreman	UOF	114.36	157.67	200.99
Group 2 - Wrapper To 6"	LG2	88.84	118.69	148.54	Foreman	UFM	96.84	131.40	165.96
Group 3 - PTO/Wrapper > 6"	LG3	89.76	120.07	150.38	Welder	UWD	94.64	128.10	161.56
Group 4 - Pipe layer, C&S	LG4	92.35	123.95	155.55	Journeyman/Fuser	UJM	81.75	109.18	136.61
Group 5 - Blaster	LG5	92.93	124.82	156.72	Pipe Tradesman II	UP2	62.76	80.89	99.01
Apprentice - 6th Period (85%)	LA6	70.18	97.28	124.39	PROJECT MANAGEMENT				
TEAMSTERS					Project Manager	MPM	120.58	164.95	213.02
Operator General Foreman	TOG	127.40	172.38	217.37	Superintendent	MSP	123.33	165.88	214.24
Operator Foreman	TOF	124.06	167.38	210.70	Project Engineer	MPE	83.97	122.89	161.82
General Foreman	TGF	95.12	123.97	152.82	Safety Director	SAD	118.51	161.17	209.39
Foreman	TFM	93.45	121.47	149.48	Safety Supervisor	SAS	105.46	143.74	185.61
Group 2 - 2 Axle	TG2	90.37	116.84	143.31					
Group 3 - 3 Axle	TG3	90.59	117.16	143.74					
Group 6 - 4 or More Axle	TG6	91.00	117.79	144.58					
Group 9 - Lo-Bed	TG9	92.17	119.54	146.91					
Group 10 - Working Truck Driver	TG10	92.67	120.29	147.91					
Group 12 - Boomtrk 17K & Above	TG12	94.22	122.62	151.02					

Subsistence: \$ 125.00/day

Travel Time: Customer will be advised if travel time is applicable

Overtime Rates: All hours outside regularly constituted shift shall be time and one half. Saturday is time and one half. Sundays and holidays shall be paid at double time. For Operating Engineers, Laborers, Teamsters, Cement Masons, Electricians - first four (4) hours outside regular shift, and first twelve (12) hours on Saturday is time and one half; all additional hours at double time including holidays.

Emergency "call out work" - Four (4) hour minimum for labor and equipment.

Markup: Material, subcontractors, subsistence, and outside rentals (including fuel costs), will be billed cost plus sales tax where applicable, plus mark-up of 15%

Boundaries of Southern California Cost Plus Rates: consists of the eleven (11) counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Catalina Island, San Clemente Island, San Miguel Island, Santa Barbara Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument. Rate Scale does not include San Diego County.

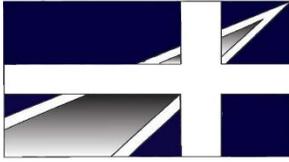
NOTE: Wage scales are in accordance with all current applicable signatory labor agreements, and are subject to change without notice. This rate sheet is not all inclusive; additional classifications available if required. (v2.0)

CA C.L. 273024

Complied bids based on Time and Material

	316 Engineering	Boudreau Pipeline	Doty Bros	Estimated Time & Material
Superintendent	98.75/hr	115.00/hr	114.36/hr	64 hours
Laborer	73.25/hr	75.00/hr	92.35/hr	96 hours
Mini Excavator	40.72/hr	49.00/hr	49.00/hr	64 hours
Truck	29.60/hr	29.00/hr	29.00/hr	64 hours
Traffic Control	120/day	260/day	130/day	4 Days
Material Mark Up	(15%) 955.00	(15%) 955.00	(15%) 955.00	4 services

Estimated Totals	\$22,155.00	\$24,412.00	\$25,517.00
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316

ENGINEERING &
CONSTRUCTION INC.

316 Engineering hourly rates:

Superintendent:	\$98.75
Operator:	\$94.15
Pipe Layer:	\$90.15
Laborer:	\$73.25
Welder:	\$120.00
Arrow board:	\$15.00
Backhoe:	\$73.29
Mini Excavator	\$40.72
Skid Steer	\$25.36 (rubber tire)
Skid Steer	\$35.36 (Track)
Excavator Cat 321	\$115.86
Crew truck with tools:	\$29.60
Forman truck:	\$26.15
Sweeper:	\$53.58 (Skid Steer W/ Broom)
Skip loader:	\$49.32
Semi end dump:	\$100.00

Sincerely,

John Massie

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DECLARING AN EMERGENCY PURSUANT TO SECTIONS 20168 AND 22050 OF THE PUBLIC CONTRACT CODE AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR EMERGENCY WORK WITHOUT FORMAL BIDDING AND DELEGATING TO THE CITY MANAGER AND THE PUBLIC WORKS DIRECTOR THE AUTHORITY TO TAKE ACTIONS PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, AS FOLLOWS:

SECTION 1. The City Council of the City of El Monte ("City Council") does hereby find as follows:

- A. On May 13, 2020, a notification of a leaking service line was received by the Utility Department. 316 Engineering & Construction Inc. (316 Engineering) was called to begin the repair based on their immediate availability and their rates being the lowest on-record for emergency call-outs.
- B. The initial replacement quote for the water services for \$22,155 was based on Time & Material (T&M) and the given conditions of the project site before excavation. It was determined that pulling new service lines through the existing lines would be sufficient to complete the repair. Upon excavation it was determined that the repair was much more complicated due to interference of existing repairs, underground services, gas lines, and areas that had encased the services in concrete.
- C. The site has been excavated and the contractor has submitted all encroachment permitting, traffic control plans, and necessary documentation to Public Works. It is determined that there would be further complications to the project area if emergency action isn't taken. The repair needs to be completed in a timely manner to avoid deteriorating traffic conditions at the location along Santa Anita Boulevard.
- D. 316 Engineering has submitted an updated quote based on the trenching and street repair of the project area of \$77,095. It is recommended to include a 10% contingency of \$7,710 bringing the total not-to-exceed project budget amendment to \$84,805.

- E. Public Contract Code Section 20168 authorizes the City Council, in case of an emergency to pass a resolution by four-fifths votes declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. Upon adoption of the resolution, the City may expend any sum required in the emergency without complying with, among other things, the public bidding requirements of the Public Contract Code. If notice for bids to let contracts will not be given, the City shall comply with Public Contract Code Sections 22050 et seq.
- F. The City Council declares that the public interest and necessity demand the immediate expenditure of money to repair and replace damaged water line infrastructure along Santa Anita Avenue between Laurelhurst Drive and Mildred Street to respond to emergency conditions, and related services in order to safeguard life, health, or property; and that circumstances are such that notice to let contract may not be given.
- G. Public Contract Code Section 22050 requires that substantial evidence exist that the emergency will not permit a delay resulting from a competitive solicitation for bids and that action is necessary to respond to the emergency without giving notice for bids to let contracts. The current conditions in El Monte are serious and require immediate attention. If uncorrected, the water line damage can lead to direct harm to persons and property in the vicinity, including harm cause by sink holes.
- H. The City Council wishes to delegate further responsibility for completing the above referenced emergency work to the City Manager and the Public Works Director pursuant to Section 22050 of the Public Contract Code.

SECTION 2. The City Council hereby adopts the findings in this Resolution and finds them true and supported by evidence and authorizes the City Manager and the Public Works Director award contracts for the emergency repair of the subject water lines and related services. In light of the finding above, the City Council finds that the award of contract is exempt from the competitive bidding requirements found in the Public Contract Code and is instead governed by Public Contract Code Sections 20168 and 22050. The City Council also finds that the emergency procurements authorized under this Resolution are also permitted under Section 3.24.060, subsection D of the El Monte Municipal Code as last amended on October 15, 2019.

SECTION 3. The City Manager and the Public Works Director shall take any action necessary to address the emergency in response to the emergency conditions, and related services in the City, including, without limitation, negotiating and entering into a contract for the repair of the water lines and any other acts necessary or convenient for such purpose.

SECTION 4. Based on the findings and Public Contract Code sections set forth above, the City Council hereby authorizes the execution of a contract with 316 Engineering to repair the water lines as described in this Resolution, the accompanying staff report and

such additional records as may be submitted by City staff at the City Council meeting of June 2, 2020 for the approval of this Resolution.

SECTION 5. The City Council in its own capacity, and in its capacity as the El Monte Water Authority also authorizes the use of El Monte Water Authority Revenue Bonds Series 2018A funds to fund the repairs contemplated herein. Additional water fund proceeds are to be appropriated under Account No. 600-06-0148651 in the amount of \$84,805 necessary to fund this project.

SECTION 6. This resolution shall become effective immediately. Each portion of this Resolution is severable. Should any portion of this resolution be adjudged to be invalid and unenforceable, then the remaining resolution portions shall be and continue in full force and effect. The City Council of the City of El Monte hereby declares that it would have adopted this resolution and each sections, subsection, and clause independently.

SECTION 7. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this ___ day of _____, 2020.

Andre Quintero
Mayor of the City of El Monte

ATTEST:

Catherine A. Eredia
City Clerk of the City of El Monte

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

I, Catherine A. Eredia, City Clerk of the City of EL Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the _____ day of _____ 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia
City Clerk of the City of El Monte



CITY OF EL MONTE

CITY COUNCIL AGENDA REPORT

SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2020

May 29, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION CREATING THE EL MONTE FARMERS' MARKET STEERING COMMITTEE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the proposed Resolution (Attachment 1) creating the El Monte Farmers' Market Steering Committee; and
2. Authorize the City Manager to approve no-fee Special Event Permits proposed by the El Monte Farmers' Market Steering Committee and subsidize efforts needed to maintain the events in Downtown El Monte.

BACKGROUND

Prior to the emergence of Covid-19, the City of El Monte was exploring ways to provide our community with an atmosphere that promotes family, health and recreation while highlighting the local businesses in our City. Today that need has been more prevalent than ever. With the gradual lifting of the Safer-At-Home Orders, staff has determined that it is an opportune time to enact local measures to assist with the recovery of our community.

The U.S. Department of Agriculture (USDA) defines a food desert as a census tract "with a substantial share of residents who live in low-income areas that have low levels of access to a grocery store or healthy, affordable food retail outlet." According to the USDA, El Monte has several areas that fall under this definition, namely the tracts south of Garvey Avenue, and tracts in the northeast that are east of Tyler Avenue, and north of Ramona Avenue.

In 2010, the City of El Monte was awarded a grant from the State of California Strategic Growth Council (SGC) to develop and establish an Urban Agriculture Initiative Program

(UAIP) in the City of El Monte. The goal of the Urban Agriculture Initiative Program is to develop a comprehensive set of policies and implementation guidelines to encourage urban agriculture citywide. The Urban Agriculture Initiative Program represents the first attempt to characterize a wide range of urban agriculture issues as part of the City's comprehensive planning efforts. It includes a summary of what is currently known about El Monte's urban agriculture, conclusions from national studies about the impact and intersections between food, health and community design, and potential policy options the City could explore to support the urban agriculture initiative. Over a ten-month period City staff and consultants worked with community partners and residents to complete the initiative program.

In August of 2014, the City Council approved and adopted the UAIP. El Monte's community was engaged through a comprehensive community outreach process spanning the course of 6 months which included: community meetings, education materials, and Steering Committee Meetings. During this community engagement, residents articulated their passion for accessibility to healthy, affordable food and urban agriculture. Outlined in the section titled "Key Community Needs", the Program lists Farmers' Markets as a top priority for El Monte Community Members.

DISCUSSION

City staff seeks to implement the outlined goals in both the Urban Agriculture Initiative Program, and the "Vision El Monte" General Plan which provide for the establishment and operation of the potential Farmers' Market which will include outside dining, shopping and entertainment. The goal is to support local economic recovery by providing a space for a local business that may otherwise be constrained by social distancing requirements.

The City's residents have made it clear through the UAIP that there is a need for accessibility to fresh, healthy, and affordable foods, but that was in 2014. Now, six years later, El Monte has fallen behind other cities in the region in terms of providing fresh, healthy, and affordable foods to their citizens.

A Farmers' Market is a large project that requires the coordination of many moving parts. The Steering Committee will adopt by-laws and promulgate market rules to establish a robust governance structure by abiding to all laws, the State and Los Angeles County Safer-At-Home orders. By maintaining the management of the project with the City, the Steering Committee will be able to: navigate insurance requirements; apply for permits; coordinate with the Public Works, Planning, Parks and Recreation, and Police Departments to provide support staff; reach out to vendors, craftspeople, and entertainers that comport with the local demand; submit grant applications; and finally collect fees and disburse payments to vendors and contractors for their services. The Steering Committee will be composed of professionals and City staff. In order to encourage El Monte's Residents right to participate in their local government, the

Committee will establish an Advisory Council and solicit the participation of stakeholders such as residents, market vendors, and local non-profits.

In order to properly administer the potential Farmers' Market as a public good, it is in the City's best interest to manage it in-house. Considering that El Monte has agricultural roots, and the demographic make-up of the City, the flexibility that comes with a City managed Farmers' Market will be integral to its success. The City Council has many other responsibilities, and due to the work-intensive nature of planning and managing, it is in the Council's best interest to establish the El Monte Farmers' Market Steering Committee and delegate to it governing authority of the potential Farmers' Market. The Committee will serve at the pleasure of the City Council, and by extension the people of El Monte.

FISCAL IMPACT/FINANCING

This pilot program will require initial seed money for planning, permitting, health and safety, hiring of entertainment, marketing, and community outreach/education. It is requested that City Council authorize staff to use funding that was initially intended to assist with other programming that has since been canceled. Funds from Public Works account 100-67-682-6215 will be used for rentals like hand washing stations and washroom facilities and Parks, Recreation and Community Services Department will use account 100-56-563-5125 for staffing and 100-51-511-6215 account for needed supplies. We anticipate that all purchase will fall under the City Managers spending authority.

Once the program is operating, staff will return to council to present an operating budget and sustainability plan.

CONCLUSION

It is recommended that the City Council adopt the proposed Resolution (Attachment 1) creating the El Monte Farmers' Market Steering Committee; and authorize the City Manager to approve no-fee Special Event Permits proposed by the El Monte Farmers' Market Steering Committee and subsidize efforts needed to maintain the events in Downtown El Monte.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

SALVADOR MENDEZ
Deputy Public Works and Utilities Director/
Acting Parks, Recreation and Community Services Director

Attachment:

1. Resolution attached thereto as Exhibit "A"

DATE: JUNE 2, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA CREATING THE EL MONTE FARMER'S MARKET STEERING COMMITTEE

WHEREAS, the City of El Monte (the "City") adopted the Urban Agriculture Initiative Program (UAIP) in August of 2014, which found that some areas within City limits have a substantial share of residents who live in low-income areas that have low access to a healthy affordable food retail outlet; and

WHEREAS, the residents of those aforementioned areas are designated by the U.S. Department of Agriculture as "food desert(s)"; and

WHEREAS, Goal HW-10.4 of the Vision El Monte General Plan, 2011, supports the creation of new farmers' markets in the City; and

WHEREAS, the City is committed to increasing the accessibility to healthy foods, and the preservation and enhancement of the City's agricultural roots; and

WHEREAS, Section 37361 of the California Government Code enables legislative bodies to provide for the protection, enhancement, perpetuation, or use of spaces and sites having a special character or aesthetic interest or value; and

WHEREAS, the City finds that a potential Farmer's Market is a potential site with special character and value that should be perpetuated for the benefit of the local community; and

WHEREAS, it is in the best interest of the City to govern, manage and administer a Farmer's Market for its stakeholders and the residents of El Monte; and

WHEREAS, it is in the best interest of the City Council to delegate governing authority to the El Monte Farmer's Market Steering Committee to operate and administer the potential Farmer's Market; and

WHEREAS, the City desires to maintain the potential Farmer's Market(s) as a public good for residents and visitors alike.

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

SECTION 1. Incorporation of references. The recitals set forth above are incorporated herein as if set forth in full.

SECTION 2. Steering Committee Established. The El Monte Farmer's Market Steering Committee ("Committee") is hereby established by the City Council.

SECTION 3. Membership.

- A. Composition. The Committee shall be composed of seven (7) members.
- B. The Committee membership shall consist of the City Manager, the Community and Economic Development Director, the Finance Director, the Public Works Director, the Parks and Recreation Director, the Chief of Police, and the City Attorney. The City Manager shall serve as the chair of the Committee. Members may elect to designate an alternate to sit on the Steering Committee on their behalf.

SECTION 4. Funding. The Committee shall be allocated an initial operating budget from accounts 100-67-682-6215, 100-56-563-5125 and 100-51-511-6215. The Committee shall present a suitably detailed operating budget for FY 20-21 to City Council for approval by September 1, 2020.

SECTION 5. Meeting. The Committee shall hold its first meeting Wednesday, June 3, 2020 at 7:00pm at El Monte City Hall East – in the City Council Chambers, or as soon thereafter may be conducted.

SECTION 6. Special Event Permits. The City Manager is hereby authorized to waive fees associated with the issuance of Special Event Permits proposed by the Committee, not to exceed Three Thousand Dollars (\$3,000.00) per event.

SECTION 7. Subsequent Acts. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. The City Attorney's Office shall take additional steps necessary to effectuate the delegation of responsibility from the City Council and to the Committee.

SECTION 8. Effective Date. This Resolution shall be effective immediately.

PASSED AND ADOPTED by the City Council of the City of El Monte at its regular meeting of this _____ day of June 2020.

ANDRE QUINTERO, Mayor

ATTEST:

CATHERINE E. ERIDIA, City Clerk

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

I, CATHERINE E. ERIDIA, City Clerk of the City of El Monte, hereby certify that the foregoing Resolution No. ____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the ____ day of June 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

CATHERINE E. ERIDIA, City Clerk