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

DATE AND TIME:
Tuesday,
July 7, 2020
6:00 p.m.

REGULAR 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

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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.

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 (6:00 p.m. – 7:00 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 6:00 p.m. and 7:00 p.m. If the Council completes all Closed Session business prior to 7:00 p.m., the Council will take a short recess and commence all Open Session proceedings promptly at 7:00 p.m. In the event the City Council is unable to address or complete all agendized Closed Session items by 7:00 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 *agendized* 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 agendized 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 agendized Closed Session matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.).

4.1 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:
Channel Parcel and Fed-Ex Parcel

Name of Party City is Negotiating with:
Stuart Riddle

City's Designated Negotiators:
Betty Donavanik, Community and Economic Development Director; and Dave Gondek, Senior Deputy City Attorney; and Joaquin Vazquez, Assistant City Attorney

Under Discussion:
Both Price and Terms.

4.2 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:
Lands located to the north of the Interstate Freeway lying East of Peck Road and abutting Federal Drive in the City of El Monte.

Name of Party City is Negotiating with:
Outfront Media

City's Designated Negotiators:
Alma K. Martinez, City Manager; and Betty Donavanik, Community and Economic Development Director; and Dave Gondek, Senior Deputy City Attorney.

Under Discussion:
Modification of sublease payment terms.

4.3 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following Matter: El Rovia vs. City of El Monte, Court Appeal, Second Appellate District Case No. B288134, El Rovia vs. City of El Monte, District Court Central District Case No. 2:19-CV-7506 CAS AFMx, and El Rovia vs. City of El Monte, Los Angeles Superior Court Case No. 19STCP05151.

4.4 Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Regarding the Following Matter: Valdez (Estate of Chavez) vs. City of El Monte, et al., Los Angeles Superior Court Case No. 19STCV22449.

4.5 Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Potential Case.

4.6 Closed Session Pursuant to Government Code Section 54956.9(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.

4.7 Closed Session Pursuant to Government Code Section 54956.9(d)(2) – and 54956.9(e)(3) – Significant Exposure of Litigation – One (1) Potential Matter.

4.8 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel Regarding Significant Exposure to Litigation – One (1) Potential Case.

4.9 Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator – Unrepresented Employees:

Unrepresented Employees: All

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

4.10 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

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. PUBLIC COMMENT REGARDING NON-AGENDIZED MATTERS:

This time has been set aside for persons in the audience to make comments or inquiries on matters within the general subject matter jurisdiction of the City Council, the Housing Authority, the Financing Authority and/or the Water Authority (collectively, the "Council") that **are not listed on this agenda**. Although no person is required to provide their name and address as a condition to attending a Council meeting, persons who wish to address the Council 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.

Except as otherwise provided under the Brown Act (Gov. Code Section 54950 et seq.), the Council may not deliberate or take action upon any matter not listed on this posted agenda but may order that any such matter be placed on the agenda for a subsequent meeting. The Council may also direct staff to investigate certain matters for consideration at a future meeting.

All comments or queries presented by a speaker shall be addressed to the Council as a body and not to any specific member thereof. No questions shall be posed to any member of the Council except through the presiding official of the meeting, the Mayor and/or Chair. Members of the Council 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 Council 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 agenda.

Enforcement of Decorum: The Chief of Police, or such member, or members of the Police Department as the Chief of Police may designate, shall serve as the Sergeant-at-Arms of any Council 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 City policies and the action(s) or proposed action(s) of the Council 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. 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 the City's policy 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-624

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 $12,285,267.94 have been examined by the City Treasurer and that warrant numbers 1091328 through 1091763 and the payroll period ending June 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

12.2 Receive and File the City Clerk's Quarterly Listing of Contracts Filed in the City Clerk's Office Between April 1, 2020 and June 30, 2020.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

1. Receive and file the report.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

12.3 Approval of Eleven (11) Qualified Firms to Provide On-Call Environmental Consulting Services.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

1. Approve selection of eleven (11) qualified firms to provide on-call Environmental Consulting Services for a three (3) year contract to be reviewed on an annual basis at the sole discretion of the City; and
2. Authorize the City Manager or her designee, to execute a Master Professional Services Agreement with the eleven (11) firms.

Total Cost: $175,000 Account No: 100-2280
Is the cost of this item budgeted? Yes 100-61-611-6111

12.4 Approval of a Professional Services Agreement with RSG, Inc. to Provide the City of El Monte and the El Monte Successor Agency with Financial, Legislative, and Management Consulting Services for Fiscal Year 2020/2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

1. Authorize the City Manager, or her designee, to enter into a Professional Services Agreement with RSG, Inc. in an amount not-to-exceed $46,000 for Fiscal Year 2020/2021.

Total Cost: $46,000 Account No: 808-91-911-6115
Is the cost of this item budgeted? Yes

12.5 Approval of Request to Authorize the Removal and Resurfacing of the City-Owned Main Street South-West Parking Lot as Complete and File the Notice of Completion with Los Angeles County Recorder's Office.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Accept the removal and resurfacing of the City-Owned Main Street South-West parking lot as completed; and
2. File the Notice of Completion (NOC) 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

12.6 Approval of a Resolution for Approving Final Tract Map No. 82512 for the 5-Unit Detached Residential Development with Abandonment of Existing 30-Foot Setback Easement to City of El Monte.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution authorizing the recordation of Final Tract Map No. 82512 and abandonment of existing 30-foot setback easement to the City of El Monte.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10154

12.7 Approval of a Purchase Order with JCL Traffic for Street Signs and Street Sign Equipment on an As Needed Basis for an Amount of $45,000.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a purchase order with JCL Traffic for street signs and street sign equipment on an as needed basis for an amount of $45,000.

Total Cost: $45,000 Account No: 212-67-682-6211
Is the cost of this item budgeted? No

12.8 Approval for the Continuation of the Helicopter Law Enforcement Services Agreement Between the County of Los Angeles and the City of El Monte.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Helicopter Program Participation Agreement between the County of Los Angeles and the City of El Monte to provide supplemental aviation support to the El Monte Police Department for a four (4) year term in an amount not-to-exceed $15,000 yearly; and
2. Authorize the City Manager, or her designee, to execute the Helicopter Law Enforcement Services Agreement.

Total Cost: $60,000 (4 year term) Account No: 100-71-741-6111
Is the cost of this item budgeted? Yes

12.9 Approval of a Resolution Continuing the Fiscal Year 2019-2020 Budget through August 30, 2020, Pending Adoption of the City's Fiscal Year 2020-2021 Annual Budget.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution extending the FY 2019-2020 Budget through August 30, 2020, to ensure the continual delivery of City services, pending the adoption of the Fiscal Year 2020-2021 Annual Budget.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10155

12.10 Approval of a Resolution of the City Council of the City of El Monte, California Approving the Form of Amendment No. 1 to the 2019 Sublease and Relocation Agreement (DRANEB Properties 4 Site: 3440 Peck Road).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and adopt a Resolution approving the form of Amendment No. 1 to the 2019 Sublease and Relocation Agreement.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10156

12.11 Approval of Mayoral Nominations for Alternates to the El Monte Farmers' Market Steering Committee and for Members of the El Monte Farmers' Market Citizen Advisory Council.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve the Mayoral nominees to serve as alternates to the El Monte Farmers' Market Steering Committee; and
2. Approve the Mayoral nominees to serve as members to the El Monte Farmers' Market Citizen Advisory Council.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

13. PUBLIC HEARINGS:

13.1 A Public Hearing to Consider and Approve a Resolution Approving a Written Report Detailing the Amount of the Annual Assessment to be Levied Upon the Owners of Real Property Parcels that Comprise the Klingerman/Bonwood Waste Disposal Service Area and Directing that the Same be Submitted to the Los Angeles County Auditor-Controller for Placement on the Fiscal Year 2020-2021 Property Tax Roll.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive brief presentation from City staff and pose questions to City staff;
3. Receive public comment, if any;

4. Move to close the public hearing; and
5. Consider and approve the Resolution approving written report detailing the sum to be levied upon individual real property parcels that received trash collection services in the Klingerman/Bonwood service area, and directing that the same be submitted to the Los Angeles County Auditor-Controller for Placement on the Fiscal Year 2020-2021 property tax roll.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10157

13.2 A Public Hearing to Consider and Approve a Resolution Authorizing Placement of the 2019-2020 Lewis Homes Sewer Maintenance Cost Recovery Assessment on the Los Angeles County Auditor-Controller's Office Annual Tax Roll 2020-2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the Public Hearing;
2. Receive brief presentation from City staff and pose questions to City staff;
3. Receive public comment, if any;
4. Move to close the public hearing; and
5. Commence deliberations to approve a written report detailing the sums owed by each real property parcel owner and approve Resolution authorizing the submission of the 2019-2020 Lewis Homes Sewer Maintenance Cost Recovery Assessment to the Los Angeles County Auditor-Controller for placement on the Fiscal Year 2020-2021 property tax roll.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10158

13.3 A Public Hearing to Consider and Approve a Resolution Establishing a Fee Schedule for Participation in the El Monte Farmer's Market.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive the presentation of City staff;
3. Pose questions to City staff;
4. Receive public comment;
5. Close the public comment portion of the public hearing;
6. Pose additional questions to City staff based on public comment;
7. Close the public hearing and commence deliberation; and

8. Approve the proposed Resolution establishing the fee schedule recommended by the Farmers' Market Steering Committee, subject to a fee waiver for the first two (2) market days of July 9, 2020 and July 16, 2020.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10159

13.4 A Public Hearing to Consider an Appeal of Planning Commission Resolution No. 3547 Denying Conditional Use Permit No. 06-19 for the Establishment of an Off-Sale Beer and Wine License Within an Existing Gasoline Station Convenience Market Located at 3266 Santa Anita Avenue.

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 questions 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 no less than three (3) affirmative votes, (a) a Resolution to allow the ancillary off-sale of beer & wine at the existing gasoline station; or (b) a Resolution to uphold the Planning Commission's decision and deny the ancillary off-sale of beer & wine at the existing gasoline station.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10160

14. REGULAR AGENDA:

14.1 Consideration and Approval of a Professional Services Agreement with SCI Consulting Group to Provide Application Evaluation Services for the City's Commercial Cannabis Businesses.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve a Professional Services Agreement with SCI Consulting Group to provide application evaluation services for the City's Commercial Cannabis Businesses in an amount not-to-exceed $90,000; and

2. Authorize the City Manager to execute the Professional Services Agreement with SCI Consulting Group.

Total Cost: $90,000 Account No: 100-61-4357
Is the cost of this item budgeted? Yes

14.2 Consideration and Approval of a Professional Services Agreement with Square Engineering Solutions Inc. to Provide Project Management Services for Various Capital Improvement Projects Until June 30, 2021 in an Amount Not-to-Exceed $298,760.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement with Square Engineering Solutions, Inc. to provide Project Management Services for various Capital Improvement Projects for a not-to-exceed amount of $298,760; and
2. Authorize the City Manager, or her designee, to execute the Professional Services Agreement.

Total Cost: $298,760 Account No: Various Funds
Is the cost of this item budgeted? Yes

14.3 Consideration and Approval of a Professional Services Agreement with LAE Associates, Inc., for Construction Management and Inspection Services and Authorization to Advertise and Publish the Notice Inviting Bids for the Elliott Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project, CIP No. 031.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement for Construction Management and Inspection Services for the Elliott Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project, CIP No. 031, with LAE Associates, Inc., for an amount of $105,620;
2. Consider and approve the total appropriation of a not-to-exceed amount of $116,000 which includes the contract amount of $105,620 plus approximately ten percent (10%) contingency of $10,380;
3. Authorize the City Manager, or her designee, to execute the Professional Services Agreement; and
4. Authorize staff to advertise and publish the Notice Inviting Bids (NIB) for the Elliott Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes project, CIP No. 031.

Total Cost: $116,000 Account No: 225-67-031-8221
Is the cost of this item budgeted? Yes

14.4 Consideration and Approval of a Resolution Approving the City of El Monte Capital Improvement Program for Fiscal Year 2020-2021.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Receive and file the Fiscal Year 2020-21 Capital Improvement Program Budget and Project Descriptions Report; and
2. Consider and approve the attached Resolution approving the Fiscal Year 2020-2021 Capital Improvement Program (CIP) for Fiscal Year 2020-2021.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10161

14.5 Consideration and Approval Recommendation to Award a Construction Contract to Nu-Line Technologies, LLC for the Valley-Arden Drainage Improvements – CIP No. 808 for a Not-to-Exceed Amount of $174,800.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve to award a Construction Contract to Nu-Line Technologies, LLC for the Valley-Arden Drainage Improvements – CIP No. 808 for an amount of $152,000;
2. Consider and approve the total appropriation of a not-to-exceed amount of $174,800 which includes the contract amount of $152,000 plus a fifteen percent (15%) contingency of $22,800; and
3. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with Nu-Line Technologies, LLC.

Total Cost: $174,800 Account No: 278-67-808-8221 ($130,000)
Is the cost of this item budgeted? Yes 225-67-808-8221 ($ 44,800)

14.6 Consideration and Approval of Recommendation to Award Contract Service Agreement with Oakwest Services Inc. to Landscape the Valley Boulevard and Garvey Avenue Median Islands for an Amount Not-to-Exceed $121,933.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contract Service Agreement with Oakwest Services Inc. to landscape the Valley Boulevard and Garvey Avenue median islands for an amount not-to-exceed $121,933; and
2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with Oakwest Services. Inc.

Total Cost: $121,933 Account No: 212-67-681-6111
Is the cost of this item budgeted? Yes

14.7 Consideration and Approval of Recommendation to Purchase Two (2) Dual Electric Vehicle Charging Stations from Chargepoint, Inc., and to Enter into a Contract Services Agreement with NOVA Electric to Install New Electric Vehicle Charging Stations at the City of El Monte's Public Works Yard at a Total Project Cost Not-to-Exceed $40,343.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve the purchase of two (2) dual electric vehicle charging stations from ChargePoint, Inc., for a not-to-exceed amount of $15,153;
2. Consider and approve a Contract Services Agreement with NOVA Electric to install two (2) dual electric vehicle charging stations at the Public Works Yard for a not-to-exceed amount of $25,190; and
3. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with NOVA Electric.

Total Cost: $40,343 Account No: 212-67-010-8138 ($15,153)
Is the cost of this item budgeted? No 212-67-010-8221 ($25,190)

14.8 Consideration and Approval of a Contract Service Agreement with Unifirst Corporation to Provide Uniform and Laundering Services for the Public Works Department for Two (2) Years with the Option for Three (3) One (1) Year Extensions for an Amount Not-to-Exceed $46,000 Per Year.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Contract Service Agreement with UniFirst Corporation to provide uniform and laundering services for the Public Works Department for two (2) years with the option for three (3) one (1) year extensions for an amount not-to-exceed $46,000 per year; and
2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with UniFirst Corporation.

Total Cost: $46,000 Account No: 100-67-673-6248 ($28,200)
600-67-696-6248 ($ 6,000)
650-67-693-6248 ($ 6,000)
Is the cost of this item budgeted? Yes 202-67-576-6248 ($ 5,800)

14.9 Consideration and Approval of a Resolution of the City Council of the City of El Monte, California Establishing Candidate Eligibility Protocols in Connection with the Issuance and Filing of Nomination Papers for Elected City Offices.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the attached Resolution establishing a policy establishing candidate eligibility protocols in connection with the issuance and filing of nomination papers for elected City offices.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10162

14.10 Consideration and Approval of a Resolution of the City Council of the City of El Monte, California Adopting a Policy for Pledging and Deployment of City Resources for Special Community Events.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the attached Resolution establishing procedures for the pledging and deployment of City Resources for special community events.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10163

14.11 Consideration and Approval of a Joint Resolution of the City Council of the City of El Monte, California and any Additional Potential Stakeholders Urging the Board of Trustees of the Rio Hondo Community College District to Immediately Call for an Election to Fill the Board Seat Vacated by Trustee Norma Edith Garcia and to Forgo Filling the Seat by Appointment.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Adopt the attached Joint Resolution urging the Board of Trustees of the Rio Hondo Community College District to call for an immediate election to fill the board seat vacated by Trustee Norma Edith Garcia and forgo filing the seat by appointment.

Total Cost: N/A Account No: N/A
Is the cost of this item budgeted? N/A

Resolution No. 10164

15. CITY ATTORNEY'S AGENDA:

16. CITY MANAGER'S AGENDA:

16.1 COVID-19 Update.

16.2 Fourth of July Update.

16.3 Fiscal Year 2020-2021 Budget Update.

17. WRITTEN COMMUNICATIONS:

18. COUNCIL COMMUNICATIONS/REPORTS:

18A. Mayor Quintero

18B. Mayor Pro Tem Morales

18B.1 Discussion Regarding Update on the Farmers Market Soft Opening.

18C. Councilwoman Ancona

18D. Councilwoman Martinez Muela

18D.1 Discussion Regarding Bridging the Technology GAP – Partnership with the American Legion.

18D.2 Discussion Regarding COVID-19 in El Monte and Stopping the Spread Marketing Campaign.

18D.3 Discussion Regarding Fiscal Year 2020-2021 Budget.

18E. Councilman Velasco

18E.1 Discussion Regarding Census 2020 Update.

18E.2 Discussion Regarding Farmers Market on Main Street.

18E.3 Discussion Regarding Al Fresco Outside Dining.

18E.4 Discussion Regarding the Drive-In Movie Events on Main Street.

19. ADJOURNMENT:

The next Regular Meeting of the City Council will be held on **July 21, 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: July 2, 2020 at 9:45 p.m.

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P							NET PAYROLL 5/16/20 - 05/31/20	1,024,535.97	
P							NET PAYROLL 6/01/20 - 06/15/20	1,216,329.72	
P	**Payroll Total**								**2,240,865.69**
P	AFLAC	01268	1091462	6/18/2020	MAY 2020	5/25/2020	AC#AAX41 INV#861120 MAY 2020 INS.- HR/RM	1,405.76	
P	AFLAC	01268	1091462	6/18/2020	MAY 2020	5/25/2020	AC#AAX41 INV#861120 MAY 2020 INS.- HR/RM	138.26	**1,544.02**
P	AMERICAN FIDELITY ASSURANCE	12314	1091328	6/10/2020	P/E: 05/31/20	6/10/2020	SEC. 125 DEF FLEX BEN	3,070.59	
P	AMERICAN FIDELITY ASSURANCE	12314	1091648	6/25/2020	P/E: 06/15/20	6/25/2020	SEC. 125 DEF FLEX BEN	3,070.59	**6,141.18**
P	AMERICAN HERITAGE LIFE	10979	1091466	6/18/2020	MAY 2020	5/26/2020	CASE #PA 145 MAY 2020 ALLSTATE INSURANCE PREMIUM - HR/RM	677.48	**677.48**
P	CA PUBLIC EMPLOYEES RETIREMENT	03048	1001580331	6/8/2020	JUNE 2020	6/4/2020	JUNE 2020 MED. FOR RET/ACTIVE MEMBERS	307,509.03	**307,509.03**
P	CALIF STATE DISBURSEMENT	04723	0609202012	6/10/2020	P/E:05/31/20	6/10/2020		3,854.00	
P	CALIF STATE DISBURSEMENT	04723	0625202012	6/25/2020	P/E: 06/15/20	6/25/2020		3,854.00	**7,708.00**
P	CALPERS LONG-TERM CARE PROGRAM	01616	1091365	6/11/2020	13419901	5/20/2020	AC #11096404 JUL-SEP 2020 RETIRED TOP MGMT LTC	17,215.30	
P	CALPERS LONG-TERM CARE PROGRAM	01616	1091366	6/11/2020	13426349	5/20/2020	POL#41-277495 LTC STEVEN E SCHUSTER JUL-SEP 2020	2,834.83	**20,050.13**
P	CATALYST CORPORATE FEDERAL CU	04610	0609202004	6/10/2020	P/E:05/31/20	6/10/2020	EL MONTE CREDIT UNION: PAYMENT	54,284.55	
P	CATALYST CORPORATE FEDERAL CU	04610	0625202004	6/25/2020	P/E: 06/15/20	6/25/2020	EL MONTE CREDIT UNION: PAYMENT	57,061.79	**111,346.34**
P	CITY OF EL MONTE	04622	1091329	6/10/2020	P/E: 05/31/20	6/10/2020	GARNISHMENT FEE/LOAN: PAYMENT	30.33	
P	CITY OF EL MONTE	04622	1091663	6/25/2020	P/E: 06/15/20	6/25/2020	GARNISHMENT FEE/LOAN: PAYMENT	30.33	**60.66**
P	DEPARTMENT OF TREASURY	04731	0609202001	6/10/2020	P/E:05/31/20	6/10/2020	FEDERAL TAX: PAYMENT	191,565.30	
P	DEPARTMENT OF TREASURY	04732	0609202002	6/10/2020	P/E:05/31/20	6/10/2020	MEDICARE TAX: PAYMENT	42,829.18	
P	DEPARTMENT OF TREASURY	04732	0624202002	6/25/2020	P/E: 06/15/20	6/25/2020	MEDICARE TAX: PAYMENT	51,764.12	
P	DEPARTMENT OF TREASURY	04731	0625202001	6/25/2020	P/E: 06/15/20	6/25/2020	FEDERAL TAX: PAYMENT	266,532.40	**552,691.00**
P	EL MONTE CITY EMPLOYEES CR UN	06796	0609202011	6/10/2020	P/E:05/31/20	6/10/2020	CREDIT UNION YARD ACCOUNT: PAYMENT	296.00	
P	EL MONTE CITY EMPLOYEES CR UN	04613	0609202013	6/10/2020	P/E:05/31/20	6/10/2020	POLICE CREDIT UNION: PAYMENT	195.00	
P	EL MONTE CITY EMPLOYEES CR UN	06796	0625202011	6/25/2020	P/E: 06/15/20	6/25/2020	CREDIT UNION YARD ACCOUNT: PAYMENT	296.00	**787.00**
P	EL MONTE CITY EMPLOYEES CR UN	04613	0625202013	6/25/2020	P/E: 06/15/20	6/25/2020	POLICE CREDIT UNION: PAYMENT	195.00	**195.00**
P	EL MONTE POLICE ASSOCIATION	04631	1091330	6/10/2020	P/E: 05/31/20	6/10/2020	ADMINISTRATOR PD DUES: PAYMENT	10,565.60	
P	EL MONTE POLICE ASSOCIATION	04630	1091331	6/10/2020	P/E: 05/31/20	6/10/2020	LONG TERM DISABILITY - POLICE: PAYMENT	1,662.66	
P	EL MONTE POLICE ASSOCIATION	04631	1091668	6/25/2020	P/E: 06/15/20	6/25/2020	ADMINISTRATOR PD DUES: PAYMENT	10,752.52	
P	EL MONTE POLICE ASSOCIATION	04630	1091669	6/25/2020	P/E: 06/15/20	6/25/2020	LONG TERM DISABILITY - POLICE: PAYMENT	1,692.36	**24,673.14**
P	EMPLOYMENT DEVELOPMENT	04730	0609202008	6/10/2020	P/E:05/31/20	6/10/2020	STATE WITHOLDING TAX: PAYMENT	75,651.39	
P	EMPLOYMENT DEVELOPMENT	04730	0625202008	6/25/2020	P/E: 06/15/20	6/25/2020	STATE WITHOLDING TAX: PAYMENT	106,093.34	**181,744.73**
P	FIDELITY SECURITY LIFE	10747	1091521	6/18/2020	JUN 2020	5/22/2020	INV#164358931 JUN 2020 EYEMED VISION - HR/RM	4,527.63	**4,527.63**
P	FRANCHISE TAX BOARD	04616	1091332	6/10/2020	P/E: 05/31/20	6/10/2020	STATE OF CAL FRAN TAX BOARD: PAYMENT	125.00	
P	FRANCHISE TAX BOARD	04616	1091673	6/25/2020	P/E: 06/15/20	6/25/2020	STATE OF CAL FRAN TAX BOARD: PAYMENT	125.00	**250.00**
P	KAISER FOUNDATION HEALTH PLAN	12263	1091547	6/18/2020	JUL 2020	5/25/2020	BILLING UNIT #057504704 JUL 2020 HEALTH INS FOR ACA ELIGIBLE F	2,287.31	**2,287.31**
P	LA COUNTY SHERIFF'S DEPT.	08162	1091333	6/10/2020	P/E: 05/31/20	6/10/2020	LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	914.94	
P	LA COUNTY SHERIFF'S DEPT.	08162	1091691	6/25/2020	P/E: 06/15/20	6/25/2020	LOS ANGELES COUNTY SHERIFF DEP: PAYMENT	1,356.43	**2,271.37**
P	NATIONAL DEFERRED	04633	0609202003	6/10/2020	P/E:05/31/20	6/10/2020	PART TIME DEF. COMPENSATION: PAYMENT	3,907.92	
P	NATIONAL DEFERRED	04633	0625202003	6/25/2020	P/E: 06/15/20	6/25/2020	PART TIME DEF. COMPENSATION: PAYMENT	4,765.47	**8,673.39**
P	NATIONWIDE RETIREMENT SOLUTION	04635	0609202005	6/10/2020	P/E:05/31/20	6/10/2020	457 DEFERRED COMP CITY MANAGER: PAYMENT	59,777.36	
P	NATIONWIDE RETIREMENT SOLUTION	11991	0609202010	6/10/2020	P/E:05/31/20	6/10/2020	401 (A) EXECUTIVE PLAN: PAYMENT	6,437.38	
P	NATIONWIDE RETIREMENT SOLUTION	04635	0625202005	6/25/2020	P/E: 06/15/20	6/25/2020	457 DEFERRED COMP CITY MANAGER: PAYMENT	60,181.35	
P	NATIONWIDE RETIREMENT SOLUTION	11991	0625202010	6/25/2020	P/E: 06/15/20	6/25/2020	401 (A) EXECUTIVE PLAN: PAYMENT.	6,437.88	**132,833.97**
P	PARS SUPPLEMENTAL RETIREMENT	03734	0609202006	6/10/2020	P/E:05/31/20	6/10/2020	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	17,078.89	
P	PARS SUPPLEMENTAL RETIREMENT	03734	0625202006	6/25/2020	P/E: 06/15/20	6/25/2020	PARS SUPPLEMENTAL RETIREMENT: PAYMENT	16,883.58	**33,962.47**
P	PERS LONG TERM CARE PROGRAM	04612	1091334	6/10/2020	P/E: 05/31/20	6/10/2020	LONG TERM CARE-MID MANAGEMENT: PAYMENT	343.92	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
P	PERS LONG TERM CARE PROGRAM	04612	1091715	6/25/2020	P/E: 06/15/20	6/25/2020	LONG TERM CARE-MID MANAGEMENT: PAYMENT	343.92	**687.84**
P	PUBLIC EMPLOYEES' RETIREMENT	03047	1001582243	6/11/2020	P/E:05/15/20	5/21/2020	PENSION PLAN (PERS): PAYMENT	324,894.46	**324,894.46**
P	SEIU LOCAL #721	04628	0609202009	6/10/2020	P/E:05/31/20	6/10/2020	SEIU DUES, FEES, COPE: PAYMENT	6,501.26	
P	SEIU LOCAL #721	04628	0625202009	6/25/2020	P/E: 06/15/20	6/25/2020	SEIU DUES, FEES, COPE: PAYMENT	6,554.46	**13,055.72**
P	STANDARD INSURANCE CO	03563	1091609	6/18/2020	JUN 2020	5/19/2020	POL#00 495885 JUN 2020 MGMT LTD INS - HR/RM	1,166.10	**1,166.10**
P	THE HARTFORD - PRIORITY	02240	1091619	6/18/2020	JUN 2020	6/10/2020	INV#943591043328 JUN 2020 BASIC LIFE INS POL#OGL221081 - HR/	2,153.06	
P	THE HARTFORD - PRIORITY	02241	1091620	6/18/2020	JUN 2020	6/10/2020	INV#052372633613 JUN 2020 SUPP. LIFE INS. - HR/RM	6,671.44	**8,824.50**
P	UNITED HEALTHCARE INSURANCE	07124	1091629	6/18/2020	JUN 2020	5/15/2020	INV#898373953242 JUN 2020 VISION INSURANCE - HR/RM	121.16	**121.16**
P	**Payroll Vendor Total**								**1,748,683.63**
O	AGUILA	13279	1091463	6/18/2020	1007038.001	6/9/2020	REFUND SWIM LESSON FOR NOAH AGUILA CXL DUE TO COVID-19	50.00	**50.00**
O	CITY VENTURES HOME BUILDING	10993	1091494	6/18/2020	190255	6/4/2020	REFUND QUIMBY FEES FOR 7 UNITS LOCATED AT 2704-2728 SANTA	51,660.00	**51,660.00**
O	EXCEL PROPERTY MANAGEMENT	04208	1091515	6/18/2020	189724	6/9/2020	REFUND CUP FEES DUE TO WITHDRAWAL BY APPLICANT - ECON DE\	4,303.09	**4,303.09**
O	GARVEY PROMENADE LLC	13284	1091526	6/18/2020	190238	6/9/2020	REFUND ENCROACHMENT BOND DEPOSIT 11301-11401 GARVEY AV	51,709.00	**51,709.00**
O	MA, TONY	13276	1091560	6/18/2020	179687	6/3/2020	REFUND ENCROACHMENT BOND DEPOSIT 10829 MONTECITO DR - E	5,000.00	**5,000.00**
O	MARIA AURORA CRISOSTOMO	13282	1091562	6/18/2020	1007078.001	6/4/2020	REFUND PRIVATE SWIM LESSONS FOR VINCE CRISOSTOMO - P&R	140.00	**140.00**
O	MARTINEZ	10493	1091563	6/18/2020	1007000.001	6/9/2020	PARTIAL RFND OF TINY TOTS REGISTRATION FOR SERENITEE MARTIN	93.37	**93.37**
O	SANCHEZ	13154	1091735	6/25/2020	187524	3/5/2020	REPLACE CK #1090282 RFND COMPLIANCE DEP 2252 CAMINAR AVE	1,000.00	**1,000.00**
O	**One Time Vendor Total**								**113,955.46**
R	A THRONE CO INC	00310	1091460	6/18/2020	0000642031	6/9/2020	06/20/20 - 07/17/20 FENCE RENTAL FOR 3454 TYLER AVE - ECON DI	22.00	
R	A THRONE CO INC	00310	1091460	6/18/2020	0000642030	6/9/2020	06/09/20 - 07/06/20 FENCE RENTAL FOR 10819 VALLEY BLVD - ECO	110.70	**132.70**
R	A.C LOCK & KEY	09621	1091335	6/11/2020	12393	5/1/2020	SERVICE CALL, RECODED LOCKS, RIM LOCKS FOR PW MAINT.	301.00	**301.00**
R	AARVIG & ASSOCIATES, APC	13118	1091336	6/11/2020	34803	11/30/2019	NOV 2019 LEGAL SRVCS RE: KELLY MARTIN - HR/RM	2,420.00	
R	AARVIG & ASSOCIATES, APC	13118	1091336	6/11/2020	35141	3/31/2020	MAR 2020 LEGAL SRVCS RE: KELLY MARTIN - HR/RM	40.00	
R	AARVIG & ASSOCIATES, APC	13118	1091336	6/11/2020	34884	12/31/2019	DEC 2019 LEGAL SRVCS RE: KELLY MARTIN - HR/RM	480.00	
R	AARVIG & ASSOCIATES, APC	13118	1091461	6/18/2020	35370	5/31/2020	MAY 2020 LEGAL SRVCS RE: KELLY MARTIN - HR/RM	860.00	
R	AARVIG & ASSOCIATES, APC	13118	1091461	6/18/2020	35070	2/29/2020	FEB 2020 LEGAL SRVCS RE: KELLY MARTIN - HR/RM	1,280.00	
R	AARVIG & ASSOCIATES, APC	13118	1091461	6/18/2020	35221	4/30/2020	APR 2020 (MINUS CRD ON ACCT) LEGAL SRVCS RE: KELLY MARTIN - H	5,660.00	**10,740.00**
R	ABUNDIS FAMILY TRUST	13299	1091642	6/25/2020	RNTL ASSIST	6/22/2020	RENTAL ASSISTANCE FOR OFELIA DE LA TORRE 12314 ELLIOTT AVE -	1,050.00	**1,050.00**
R	ADAPT CONSULTING INC	01256	1091643	6/25/2020	23195B	6/17/2020	CUSTOM IMPRINT SHOP TOWELS FOR ENV. SVCS DIV.	1,767.50	**1,767.50**
R	ADVANCED CHEMICAL TECHNOLOGY	05672	1091337	6/11/2020	876092	3/31/2020	APR 2020 WATER TREATMENT SERVICES FOR PW MAINT.	155.00	
R	ADVANCED CHEMICAL TECHNOLOGY	05672	1091337	6/11/2020	0330398-IN	4/1/2020	MAY 2020 WATER TREATMENT SERVICES FOR PW MAINT.	155.00	**310.00**
R	ADVANCED FOOT & ANKLE	13289	1091644	6/25/2020	6.17.20	6/17/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	AIR-EX AIR CONDITIONING, INC.	12991	1091464	6/18/2020	SD1481	4/30/2020	INSTALL NEW MOTOR, REPLACED FUSES & TRANSFORMER FOR A/C	1,681.39	
R	AIR-EX AIR CONDITIONING, INC.	12991	1091464	6/18/2020	SD1479	4/30/2020	INSTALL NEW MOTOR ON PD ADMIN A/C UNIT	2,589.00	**4,270.39**
R	ALAN PALERMO CONSULTING	10411	1091338	6/11/2020	EM017-178	5/31/2020	04/26-05/30/20 LAND DEVELOPMENT PRJ - ENGINEERING	18,160.00	
R	ALAN PALERMO CONSULTING	10411	1091338	6/11/2020	EM018-177	5/31/2020	04/26-05/30/20 LAMBERT PARK PROJECT MGMT SRVCS - P&R	3,280.00	**21,440.00**
R	ALL AMERICAN ASPHALT	04949	1091339	6/11/2020	189278	4/30/2020	PYMT #2 R1 SLURRY SEAL & PAVEMENT RESURFACING PRJ - CIP 899	244,540.91	
R	ALL AMERICAN ASPHALT	04949	1091340	6/11/2020	189278 RET-ESCROW	4/30/2020	ESCROW ACCT #2645 RELEASE RETENTION INV #189278 - ENGINEER	12,870.57	
R	ALL AMERICAN ASPHALT	04949	1091341	6/11/2020	188911	4/7/2020	PYMT #2 RAMONA BLVD / VALLEY BLVD INTERSECTION IMPRVMT CI	217,982.59	
R	ALL AMERICAN ASPHALT	04949	1091341	6/11/2020	189214	4/30/2020	PYMT #3 RAMONA BLVD / VALLEY BLVD INTERSECTION IMPRVMT CI	350,746.83	
R	ALL AMERICAN ASPHALT	04949	1091342	6/11/2020	188911 RET-ESCROW	4/7/2020	ESCROW ACCT #2642 RELEASE RETENTION INV #188911 - ENGINEER	11,472.77	
R	ALL AMERICAN ASPHALT	04949	1091342	6/11/2020	189214 RET-ESCROW	4/30/2020	ESCROW ACCT #2642 RELEASE RETENTION INV #189214 - ENGINEER	18,460.36	
R	ALL AMERICAN ASPHALT	04949	1091645	6/25/2020	189446	4/30/2020	PYMT #4 R3 SLURRY SEAL & PAVEMENT RESURFACING PRJ - CIP 899	261,471.21	
R	ALL AMERICAN ASPHALT	04949	1091646	6/25/2020	189446 RET-ESCROW	4/30/2020	ESCROW ACCT #2640 RELEASE RETENTION INV #189446 - ENGINEER	13,761.64	**1,131,306.88**
R	ALL STATE POLICE EQUIPMENT	01300	1091465	6/18/2020	0109685-IN	6/3/2020	STORM SINGLE POINT SLING QD BL FOR PD	25.16	**25.16**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	ALLIANCE GROUP PROTECTION SVCS	13214	1091647	6/25/2020	4212	5/27/2020	SERVICES JUN 01-07, 2020 FOR PARKS/REC DIV.	3,696.00	**3,696.00**
R	ALTEC INDUSTRIES INC	01302	1091343	6/11/2020	11381698	4/7/2020	BLK HVY DUTY PLATFORM COVER FOR PW MAINT.	79.28	**79.28**
R	AMS-BEACON BUILDING PROD.	13196	1091344	6/11/2020	FD23231	5/1/2020	ARA 755B FISSURED 2X4X5/8 SQLY WHT 96SFT/CTN, ARA 1729A FIN	427.57	
R	AMS-BEACON BUILDING PROD.	13196	1091344	6/11/2020	FB12518	4/15/2020	SBH 12U-1 UNISEX SING W/ADA - PW MAINT.	79.85	
R	AMS-BEACON BUILDING PROD.	13196	1091344	6/11/2020	FB12412	4/15/2020	ARA 1774 DUNE HG+ 2X2X 5/8 ATEG 15/16 WHT 64SFT/CTN 38 - PW	734.86	**1,242.28**
R	ANGELES CONTRACTOR, INC.	13215	1091467	6/18/2020	2308D-1F	3/20/2020	REPAIR CEILING IN PD IT SERVER ROOM	4,060.58	
R	ANGELES CONTRACTOR, INC.	13215	1091467	6/18/2020	2308E-1F	4/3/2020	REPAIR WALL OF 1ST FLOOR CHW	2,812.36	**6,872.94**
R	ARBOR NURSERY PLUS	10514	1091468	6/18/2020	6541	4/24/2020	PINK TRUMPETS FOR ARBOR DAY AT CITY HALL	8,690.00	**8,690.00**
R	ARC DOCUMENT SOLUTIONS, LLC.	13205	1091649	6/25/2020	10638642	5/21/2020	SET UP DIGITAL PROC., SMART COLOR FOR ENGINEERING DIV.	77.69	**77.69**
R	ASOCAL LLC	13275	1091345	6/11/2020	6988-060	5/20/2020	150 QTY BURGERS - SENIOR SRVCS	1,263.00	**1,263.00**
R	AT & T	01391	1091346	6/11/2020	495349-06/20	6/1/2020	AC#626 449-5349 (06/01/20 - 06/30/20) - PD	44.17	
R	AT & T	01394	1091347	6/11/2020	9391026239-05/20	5/13/2020	BILL PAYER (BAN) 9391026239 INV#14751976 - PW	124.94	
R	AT & T	01394	1091348	6/11/2020	9391063195-06/20	6/1/2020	BILL PAYER (BAN) 9391063195 INV#14841211 (VOIP)	480.26	
R	AT & T	01395	1091349	6/11/2020	14810544	5/27/2020	ACCT#CLAPDELMONTE 04.27-05.26.20 - PD	364.12	
R	AT & T	04438	1091350	6/11/2020	3118366282	6/1/2020	ACCT#8002-950-2269 FOR JUN 2020 PD	473.26	
R	AT & T	10320	1091351	6/11/2020	5406994500	5/29/2020	ACCT#831-000-5327 119 PD & CITY INTERNET SRVCS	3,115.20	
R	AT & T	01391	1091469	6/18/2020	266372-06/20	6/1/2020	AC#250 626-6372 (06/01/20 - 06/30/20) - PD	80.24	
R	AT & T	01391	1091470	6/18/2020	414154-06/20	6/1/2020	AC#337 841-4154 (06/01/20 - 06/30/20) - PD	174.83	
R	AT & T	01394	1091650	6/25/2020	9391026243-06/20	6/13/2020	BILL PAYER (BAN) 9391026243 INV#14897224	2,885.24	
R	AT & T	01394	1091651	6/25/2020	9391050185-06/20	6/13/2020	BILL PAYER (BAN) 9391050185 INV#14896898	494.05	
R	AT & T	01395	1091652	6/25/2020	9391061462-06/20	6/10/2020	BILL PAYER (BAN) 9391061462 INV#14868099 - CITYWIDE	502.06	**8,738.37**
R	AT & T TELECONFERENCE SERVICES	07510	1091471	6/18/2020	006-008938	6/1/2020	AC#43411325-00001 JUN 2020 - CMO	195.58	**195.58**
R	AUTOZONE PD/CUST ID 509160	01412	1091352	6/11/2020	2863207854	4/15/2020	TIRE BALANCER, TIRE MACHINE FOR PD VEH.	9,828.36	**9,828.36**
R	AUTOZONE PW/CUST ID 763384	12386	1091472	6/18/2020	2863213169	4/21/2020	TOOL BOX FOR PW MAINT DIV.	1,118.56	
R	AUTOZONE PW/CUST ID 763384	12386	1091472	6/18/2020	2863232963	5/12/2020	CYLINDER FOR PW MAINT DIV.	131.99	
R	AUTOZONE PW/CUST ID 763384	12386	1091472	6/18/2020	2863214751	4/23/2020	OSB SKU FOR PW MAINT DIV.	145.13	
R	AUTOZONE PW/CUST ID 763384	12386	1091472	6/18/2020	2863219955	4/28/2020	STARTER CABLE FOR PW MAINT. DIV.	222.89	
R	AUTOZONE PW/CUST ID 763384	12386	1091472	6/18/2020	2863206648	4/13/2020	OSB SKU, DIESEL - PW MAINT DIV.	811.80	
R	AUTOZONE PW/CUST ID 763384	12386	1091472	6/18/2020	2863208649	4/16/2020	MAXI FUSES FOR PW MAINT DIV.	25.41	**2,455.78**
R	AVALOS JR	12819	1091653	6/25/2020	MAR 2019	9/10/2019	REPLACE CK #1085570 P.O.S.T. SETTLEMENT FOR MAR 2019	283.05	
R	AVALOS JR	12819	1091653	6/25/2020	12.19-20.19	1/8/2020	REPLACE CK #1088148 REIMB MILEAGE & LUNCH: ARIDE RIVERSIDE	118.48	
R	AVALOS JR	12819	1091653	6/25/2020	12.16-18.19	1/9/2020	REPLACE CK #1088147 REIMB MILEAGE & LUNCH: SFST TEST RIVERS	185.92	**587.45**
R	AVANT-GARDE INC	11139	1091353	6/11/2020	6156	5/1/2020	APR 2020 HUD PROGRAM & FUNDING COMP. PROF. SVCS - CDBG C	33,253.75	
R	AVANT-GARDE INC	11139	1091473	6/18/2020	6098	5/1/2020	APR 2020 FLETCHER PARK PRJ CIP 820 FUNDING ADMIN & LABOR C	1,022.50	
R	AVANT-GARDE INC	11139	1091473	6/18/2020	6099	5/1/2020	APR 2020 FLETCHER PRK RENOVATION ADA ACCESS - FNDG ADMIN	160.00	
R	AVANT-GARDE INC	11139	1091473	6/18/2020	6096	5/1/2020	APR 2020 MISC GRANTS - DEVELOP PLAN DOCUMENTS & GRANT AP	2,100.00	
R	AVANT-GARDE INC	11139	1091473	6/18/2020	6101	5/1/2020	APR 2020 MTN VIEW RESTROOM REMODEL - FUNDING ADMIN & LA	200.00	
R	AVANT-GARDE INC	11139	1091473	6/18/2020	6102	5/1/2020	APR 2020 MEASURE M - PROGRAM MGMT & FUNDING ADMIN - EN	427.50	
R	AVANT-GARDE INC	11139	1091473	6/18/2020	6180	6/1/2020	MAY 2020 SR CTR REROOF PRJ CIP 550 - FUNDING ADMIN & LABOR	156.25	
R	AVANT-GARDE INC	11139	1091473	6/18/2020	6103	5/1/2020	APR 2020 MEASURE R - FUNDING ADMIN SERVICE FOR VARIOUS PR	4,385.00	
R	AVANT-GARDE INC	11139	1091473	6/18/2020	6100	5/1/2020	APR 2020 MARIPOSA SAFETY WALL FUNDING ADMIN & LABOR COM	200.00	**41,905.00**
R	AVENU MUNISERVICES	02771	1091654	6/25/2020	INV06-009131	6/22/2020	APR-JUN 2020 UTILITY USER TAX - FIXED FEE - FINANCE DIV.	7,789.99	**7,789.99**
R	AVFUEL CORPORATION	06458	1091354	6/11/2020	0609201619	6/9/2020	AC#ELMON (06/03/20 - 06/09/20 PD AVIATION FUEL)	1,349.65	**1,349.65**
R	BANK OF AMERICA	12063	0624202001	6/22/2020	May 2020	5/4/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	162.05	
R	BANK OF AMERICA	12063	0624202003	6/22/2020	May 2020	5/5/2020	AC#3940 - CMO - Valdivia, Erik	40.33	
R	BANK OF AMERICA	12063	0624202004	6/22/2020	May 2020	5/6/2020	AC#3588 - CMO - Aguilar, Leticia	85.50	
R	BANK OF AMERICA	12063	0624202005	6/22/2020	May 2020	5/6/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	152.34	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BANK OF AMERICA	12063	0624202007	6/22/2020	May 2020	5/6/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	156.55	
R	BANK OF AMERICA	12063	0624202008	6/22/2020	May 2020	5/7/2020	AC#3539 - HR - Nguyen, John	200.00	
R	BANK OF AMERICA	12063	0624202009	6/22/2020	May 2020	5/8/2020	AC#2213 - Finance - Toledo, Marilyn	110.00	
R	BANK OF AMERICA	12063	0624202010	6/22/2020	May 2020	5/8/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	27.36	
R	BANK OF AMERICA	12063	0624202011	6/22/2020	May 2020	5/8/2020	AC#2108 - Comm Svcs Div - Servin, Amber	98.84	
R	BANK OF AMERICA	12063	0624202012	6/22/2020	May 2020	5/8/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	319.21	
R	BANK OF AMERICA	12063	0624202013	6/22/2020	May 2020	5/11/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	62.45	
R	BANK OF AMERICA	12063	0624202014	6/22/2020	May 2020	5/11/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	19.40	
R	BANK OF AMERICA	12063	0624202015	6/22/2020	May 2020	5/11/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	64.89	
R	BANK OF AMERICA	12063	0624202016	6/22/2020	May 2020	5/11/2020	AC#3588 - CMO - Aguilar, Leticia	38.47	
R	BANK OF AMERICA	12063	0624202017	6/22/2020	May 2020	5/11/2020	AC#3471 - Planning Div. - Mikaelian, Jason	30.76	
R	BANK OF AMERICA	12063	0624202018	6/22/2020	May 2020	5/11/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	79.31	
R	BANK OF AMERICA	12063	0624202019	6/15/2020	May 2020	5/12/2020	AC#5718 - Pub Wks Div - Kadel, Bret	213.70	
R	BANK OF AMERICA	12063	0624202020	6/22/2020	May 2020	5/12/2020	AC#5718 - Pub Wks Div - Kadel, Bret	213.70	
R	BANK OF AMERICA	12063	0624202021	6/22/2020	May 2020	5/4/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher - Credit	(269.00)	
R	BANK OF AMERICA	12063	0624202021	6/22/2020	May 2020	5/12/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	340.00	
R	BANK OF AMERICA	12063	0624202022	6/22/2020	May 2020	5/12/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	14.29	
R	BANK OF AMERICA	12063	0624202023	6/22/2020	May 2020	5/12/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	16.70	
R	BANK OF AMERICA	12063	0624202024	6/22/2020	May 2020	5/13/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	212.13	
R	BANK OF AMERICA	12063	0624202025	6/22/2020	May 2020	5/13/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	340.99	
R	BANK OF AMERICA	12063	0624202026	6/22/2020	May 2020	5/13/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	434.71	
R	BANK OF AMERICA	12063	0624202026	6/22/2020	May 2020	5/6/2020	AC#1055 - Planning Div. - Donavanik, Betty - Credit	(428.67)	
R	BANK OF AMERICA	12063	0624202027	6/22/2020	May 2020	5/13/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	635.63	
R	BANK OF AMERICA	12063	0624202028	6/22/2020	May 2020	5/14/2020	AC#3539 - HR - Nguyen, John	300.00	
R	BANK OF AMERICA	12063	0624202029	6/22/2020	May 2020	5/14/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	237.98	
R	BANK OF AMERICA	12063	0624202030	6/22/2020	May 2020	5/14/2020	AC#3940 - CMO - Valdivia, Erik	24.99	
R	BANK OF AMERICA	12063	0624202031	6/22/2020	May 2020	5/15/2020	AC#3588 - CMO - Aguilar, Leticia	43.98	
R	BANK OF AMERICA	12063	0624202032	6/22/2020	May 2020	5/18/2020	AC#1151 - Pub Wks Div - Perrine, Randy	963.81	
R	BANK OF AMERICA	12063	0624202033	6/22/2020	May 2020	5/18/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	725.21	
R	BANK OF AMERICA	12063	0624202034	6/22/2020	May 2020	5/18/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	92.51	
R	BANK OF AMERICA	12063	0624202035	6/14/2020	May 2020	5/18/2020	AC#3455 - P&R Comm Srvs Div - Crippen, Sheila	6.99	
R	BANK OF AMERICA	12063	0624202036	6/22/2020	May 2020	5/18/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	30.65	
R	BANK OF AMERICA	12063	0624202037	6/22/2020	May 2020	5/19/2020	AC#5718 - Pub Wks Div - Kadel, Bret	36.00	
R	BANK OF AMERICA	12063	0624202038	6/22/2020	May 2020	5/19/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	181.97	
R	BANK OF AMERICA	12063	0624202039	6/22/2020	May 2020	5/19/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	40.00	
R	BANK OF AMERICA	12063	0624202040	6/22/2020	May 2020	5/19/2020	AC#3940 - CMO - Valdivia, Erik	395.97	
R	BANK OF AMERICA	12063	0624202041	6/22/2020	May 2020	5/20/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	65.69	
R	BANK OF AMERICA	12063	0624202042	6/22/2020	May 2020	5/20/2020	AC#5718 - Pub Wks Div - Kadel, Bret	100.00	
R	BANK OF AMERICA	12063	0624202043	6/22/2020	May 2020	5/21/2020	AC#2108 - Comm Svcs Div - Servin, Amber	2,674.99	
R	BANK OF AMERICA	12063	0624202044	6/22/2020	May 2020	5/21/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	1,405.76	
R	BANK OF AMERICA	12063	0624202045	6/22/2020	May 2020	5/21/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	255.00	
R	BANK OF AMERICA	12063	0624202046	6/22/2020	May 2020	5/21/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	260.00	
R	BANK OF AMERICA	12063	0624202047	6/22/2020	May 2020	5/21/2020	AC#9478 - CMO - Martinez, Alma	9,600.00	
R	BANK OF AMERICA	12063	0624202048	6/22/2020	May 2020	5/21/2020	AC#3588 - CMO - Aguilar, Leticia	41.14	
R	BANK OF AMERICA	12063	0624202049	6/22/2020	May 2020	5/22/2020	AC#3588 - CMO - Aguilar, Leticia	1,161.88	
R	BANK OF AMERICA	12063	0624202050	6/22/2020	May 2020	5/22/2020	AC#3940 - CMO - Valdivia, Erik	866.79	
R	BANK OF AMERICA	12063	0624202051	6/22/2020	May 2020	5/22/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	37.20	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BANK OF AMERICA	12063	0624202052	6/22/2020	May 2020	5/25/2020	AC#5389 - Comm Svcs Div - Del Real, Lisa	369.85	
R	BANK OF AMERICA	12063	0624202053	6/22/2020	May 2020	5/25/2020	AC#3588 - CMO - Aguilar, Leticia	50.00	
R	BANK OF AMERICA	12063	0624202054	6/22/2020	May 2020	5/25/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	134.25	
R	BANK OF AMERICA	12063	0624202055	6/22/2020	May 2020	5/25/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	11.72	
R	BANK OF AMERICA	12063	0624202056	6/22/2020	May 2020	5/25/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	103.30	
R	BANK OF AMERICA	12063	0624202057	6/22/2020	May 2020	5/25/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	71.27	
R	BANK OF AMERICA	12063	0624202058	6/22/2020	May 2020	5/28/2020	AC#3424 - Comm Svcs Div - Ramirez, Teresa	29.70	
R	BANK OF AMERICA	12063	0624202059	6/22/2020	May 2020	5/28/2020	AC#3455 - P&R Comm Srvs Div - Crippen, Sheila	32.25	
R	BANK OF AMERICA	12063	0624202060	6/22/2020	May 2020	5/29/2020	AC#3455 - P&R Comm Srvs Div - Crippen, Sheila	46.00	
R	BANK OF AMERICA	12063	0624202061	6/22/2020	May 2020	5/29/2020	AC#2365 - Neighborhood Svc - Ramos, Matt	216.79	
R	BANK OF AMERICA	12063	0624202062	6/22/2020	May 2020	5/29/2020	AC#1055 - Planning Div. - Donavanik, Betty	146.63	
R	BANK OF AMERICA	12063	0624202063	6/22/2020	May 2020	6/1/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	0.85	
R	BANK OF AMERICA	12063	0624202064	6/22/2020	May 2020	6/1/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	84.97	
R	BANK OF AMERICA	12063	0624202065	6/22/2020	May 2020	6/1/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	0.85	
R	BANK OF AMERICA	12063	0624202066	6/22/2020	May 2020	6/1/2020	AC#5736 - Pub Wks Div - Mendez, Salvador	84.97	
R	BANK OF AMERICA	12063	0624202067	6/22/2020	May 2020	6/1/2020	AC#3638 - Comm Svcs Div - Burl, Victoria	486.71	
R	BANK OF AMERICA	12063	0624202068	6/22/2020	May 2020	6/1/2020	AC#3554 - Pub Wks Div - Ortiz, Christopher	135.00	
R	BANK OF AMERICA	12063	0624202069	6/22/2020	May 2020	6/1/2020	AC#1055 - Planning Div. - Donavanik, Betty	85.26	**25,010.52**
R	BANK OF AMERICA- 5212	04953	0609202014	6/8/2020	05.08.20 - 06.07.20	6/7/2020	ACCT#4339931390044725-CC-FINANCE	8,723.78	**8,723.78**
R	BANK OF NEW YORK MELLON	01435	1091355	6/11/2020	252-2293767	5/27/2020	5/11/20 - 5/10/21 ACCT #HUDELMONTE TRUSTEE CUSTODIAN ADM	1,100.00	**1,100.00**
R	BATEMAN COMMUNITY LIVING LLC	12350	1091655	6/25/2020	INV4650002185	6/2/2020	05/31/20 FROZEN MEALS FOR UNDER 60 HIGH RISK RESIDENTS - PA	955.20	**955.20**
R	BEACON MEDIA INC.	08350	1091356	6/11/2020	A81438	5/28/2020	NOTICE: RUN DATE 05/28/20 REF: INVITING BIDS - CITY CLERKS OFFI	123.50	
R	BEACON MEDIA INC.	08350	1091357	6/11/2020	A81439	5/28/2020	NOTICES: RUN DATE 05.28.20 REF: 3637 & 3649 TYLER AVE - PLANN	130.00	
R	BEACON MEDIA INC.	08350	1091357	6/11/2020	A81432	5/21/2020	NOTICES: RUN DATE: 05.21.20 REF: CODE AMENDMENT NO. 772 - P	67.00	
R	BEACON MEDIA INC.	08350	1091474	6/18/2020	A81451	6/8/2020	NOTICE: RUN DATE: 06/04,08/20 REF: LEWIS HOMES SEWER MAINT	156.00	
R	BEACON MEDIA INC.	08350	1091474	6/18/2020	A81446	6/4/2020	NOTICE: RUN DATE: 06/04/20 REF: 3637 & 3649 TYLER AVE - ECON D	129.50	
R	BEACON MEDIA INC.	08350	1091474	6/18/2020	A81445	6/4/2020	NOTICE: RUN DATE: 06/04/20 REF: CANNABIS AND MSC. FEE - ECON	86.00	
R	BEACON MEDIA INC.	08350	1091475	6/18/2020	A81455	6/11/2020	NOTICE: RUN DATE: 06/11/20 REF: GRAPEVINE FOUR, LP - ECON DEV	143.50	
R	BEACON MEDIA INC.	08350	1091476	6/18/2020	A81460	6/15/2020	NOTICE: RUN DATE: 06/15/20 REF: URGENCY ORDINANCE NO. 2979	264.00	**1,099.50**
R	BETTER 4 YOU MEALS	13175	1091358	6/11/2020	0420-3261-16	4/30/2020	160 FROZEN LUNCHES FOR PARKS/REC DIV.	3,640.00	
R	BETTER 4 YOU MEALS	13175	1091359	6/11/2020	0420-3261-17	5/1/2020	ELDERLY NUTRITION PROGRAM MEALS - PARKS/REC DIV.	3,640.00	
R	BETTER 4 YOU MEALS	13175	1091359	6/11/2020	0520-3261-20	5/21/2020	ELDERLY NUTRITION MEALS - PARKS/REC DIV.	4,550.00	
R	BETTER 4 YOU MEALS	13175	1091477	6/18/2020	0420-3261-15	4/10/2020	04/06-10/20 FROZEN LUNCHES FOR ELDERLY NUTRITION PRG - P&R	3,640.00	
R	BETTER 4 YOU MEALS	13175	1091477	6/18/2020	0520-3261-19	5/8/2020	05/04-08/20 FROZEN LUNCHES FOR ELDERLY NUTRITION PRG - P&R	3,640.00	
R	BETTER 4 YOU MEALS	13175	1091477	6/18/2020	0420-3261-17	4/24/2020	04/20-24/20 FROZEN LUNCHES FOR ELDERLY NUTRITION PRG - P&R	3,640.00	
R	BETTER 4 YOU MEALS	13175	1091477	6/18/2020	0420-3261-16	4/17/2020	04/13-17/20 FROZEN LUNCHES FOR ELDERLY NUTRITION PRG - P&R	3,640.00	
R	BETTER 4 YOU MEALS	13175	1091477	6/18/2020	0520-3261-20	5/15/2020	05/11-15/20 FROZEN LUNCHES FOR ELDERLY NUTRITION PRG - P&R	4,550.00	
R	BETTER 4 YOU MEALS	13175	1091477	6/18/2020	0420-3261-18	5/1/2020	04/27-05/01/20 FROZEN LUNCHES FOR ELDERLY NUTRITION PRG - P	3,640.00	
R	BETTER 4 YOU MEALS	13175	1091478	6/18/2020	0520-3261-21	5/22/2020	05/18-22/20 FROZEN LUNCHES FOR ELDERLY NUTRITION PRG - P&R	4,550.00	**39,130.00**
R	BLAKELEY	10942	1091479	6/18/2020	8.14.19-2.27.20	6/10/2020	REIMBURSE PETTY CASH 08/14/19 - 02/27/20	72.03	**72.03**
R	BLUE DIAMOND MATERIALS	08663	1091360	6/11/2020	1801063	4/16/2020	COLD MIX FOR PW UTIL.	173.02	
R	BLUE DIAMOND MATERIALS	08663	1091480	6/18/2020	1834742	5/23/2020	UNTILITES YARD COLD MIX FOR PW UTIL.	339.73	
R	BLUE DIAMOND MATERIALS	08663	1091480	6/18/2020	1819146	5/11/2020	COLD MIX FOR PW UTIL.	333.98	**846.73**
R	BRIDGESTONE HOSEPOWER, LLC.	12275	1091361	6/11/2020	69077166-00	4/7/2020	HYD. HOSE ASSY - PW MAINT.	42.21	
R	BRIDGESTONE HOSEPOWER, LLC.	12275	1091362	6/11/2020	69077341-00	4/15/2020	GASKET, GATOR LOCK HANDLES, ADAPTER FOR PW UTIL.	42.27	**84.48**
R	BURL	03018	1091481	6/18/2020	6.10.20	6/10/2020	REIMB SUPPLIES FOR SUMMER CAMP RECREATION BOX - P&R	522.01	
R	BURL	11341	1091482	6/18/2020	6.9.20	6/9/2020	REIMB PETTY CASH 06/09/20	231.73	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	BURL	03018	1091656	6/25/2020	6.16.20	6/16/2020	REIMB SUPPLIES FROM SAM'S CLUB FOR LEISURE CLASSES - P&R	107.88	
R	BURL	03018	1091656	6/25/2020	6.16.20	6/16/2020	REIMB SUPPLIES FROM AMAZON FOR TINY TOT CLASS - P&R	156.02	**1,017.64**
R	BURRO CANYON SHOOTING PARK	07155	1091483	6/18/2020	2192	5/27/2020	RANGE FEES FOR 05/20/20 - PD	60.00	**60.00**
R	C&H METAL PRODUCTS	04313	1091484	6/18/2020	2020-2449	2/27/2020	WELDING REPAIR SVCS - PW MAINT.	80.00	**80.00**
R	CACERES	13262	1091363	6/11/2020	06.02.20	6/2/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	CALACT	01561	1091485	6/18/2020	CV107	5/20/2020	HAND SANITIZER - TRANSP. DIV.	852.64	**852.64**
R	CALIF TRANSIT SYSTEMS JOINT	11016	1091364	6/11/2020	99-2020-MAY	6/1/2020	MAY 2020 CALTIP DEDUCTIBLE - HR/RM	608.25	**608.25**
R	CALIF. STATE CONTROLLER'S	06534	1091657	6/25/2020	FY19-20 AUDIT FEE	6/18/2020	ANNUAL AUDIT FEE FY 2019-20 - FINC.	150.00	**150.00**
R	CALIFORNIA AMERICAN WATER	01565	1091486	6/18/2020	492038-06/20	6/12/2020	AC#1015-210021492038 (05/13/20 - 06/10/20) 4535 BALDWIN AVE	42.08	
R	CALIFORNIA AMERICAN WATER	01565	1091658	6/25/2020	999601-06/20	6/18/2020	AC#1015-210018999601 (05/16/20 - 06/16/20) 3790 BALDWIN - PW	83.77	
R	CALIFORNIA AMERICAN WATER	01565	1091659	6/25/2020	941916-06/20	6/18/2020	AC#1015-210018941916 (05/16/20 - 06/16/20) 9513 VALLEY	25.03	**150.88**
R	CANNON CORPORATION	13192	1091487	6/18/2020	71757-R2	3/9/2020	FEB 2020 CIVIL PLAN CHECKS & SURVEYS - PS&E RAMONA RESURF. \	6,970.00	
R	CANNON CORPORATION	13192	1091488	6/18/2020	72638	6/8/2020	MAY 2020 PLAN CHECK & SURVEYS 3900 ARDEN DR WO #052 - ENG	315.00	
R	CANNON CORPORATION	13192	1091488	6/18/2020	72639	6/8/2020	MAY 2020 PLAN CHECK & SURVEYS 3939 DE GARMO AVE WO #055 -	585.00	**7,870.00**
R	CARRILLO'S LAWN MOWER SHOP	12002	1091489	6/18/2020	296	4/23/2020	REPLACE PARTS & REWIRE CABLE ON TMC WEED EATER - PWMD	53.07	
R	CARRILLO'S LAWN MOWER SHOP	12002	1091660	6/25/2020	297	4/23/2020	SMALL EQUIPMENT REPAIRS AND TOOL PURCHASES - PW MAINT.	2,076.55	
R	CARRILLO'S LAWN MOWER SHOP	12002	1091660	6/25/2020	301	5/12/2020	SMALL EQUIPMENT REPAIRS AND TOOL PURCHASES - PW MAINT.	110.53	
R	CARRILLO'S LAWN MOWER SHOP	12002	1091660	6/25/2020	293	4/14/2020	SMALL EQUIPMENT REPAIRS AND TOOL PURCHASES FOR PW MAINT	113.38	
R	CARRILLO'S LAWN MOWER SHOP	12002	1091660	6/25/2020	291	4/7/2020	SMALL EQUIPMENT REPAIRS AND TOOL PURCHASES - PW MAINT.	329.52	
R	CARRILLO'S LAWN MOWER SHOP	12002	1091660	6/25/2020	302	5/14/2020	SMALL EQUIPMENT REPAIRS AND TOOL PURCHASES - PW MAINT.	180.62	**2,863.67**
R	CASC ENGINEERING & CONSULTING,	09107	1091490	6/18/2020	41687	12/31/2019	DEC 2019 TECHNICAL CONSULTING SVCS - PW UTIL.	10,910.00	
R	CASC ENGINEERING & CONSULTING,	09107	1091490	6/18/2020	1003-0108	12/31/2019	DEC 2019 TECHNICAL CONSULTING SVCS - PW UTIL.	15,532.50	
R	CASC ENGINEERING & CONSULTING,	09107	1091490	6/18/2020	42003	3/31/2020	MAR 2020 TECHNICAL CONSULTING SVCS - PW UTIL.	10,449.66	
R	CASC ENGINEERING & CONSULTING,	09107	1091490	6/18/2020	42090	4/30/2020	APR 2020 TECHNICAL CONSULTING SVCS - PW UTIL.	4,857.50	**41,749.66**
R	CDW GOVERNMENT INC	01541	1091491	6/18/2020	XBJ5964	2/28/2020	MS SLD+ ACCESS 2019 FOR PETER CHOI - I.T.	113.41	
R	CDW GOVERNMENT INC	01541	1091661	6/25/2020	XBH5828	2/28/2020	ADO ACRO PRO DC F/ENT L9 12M FOR BRUCE FOLTZ - FINANCE	68.21	**181.62**
R	CINTAS CORPORATION	12094	1091367	6/11/2020	1901154007	3/3/2020	CITY UNIFORM SVCS FOR PW	569.95	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050952265	5/20/2020	CITY UNIFORM SVCS FOR PW	241.42	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049178279	4/29/2020	CITY UNIFORM SVCS FOR PW	68.10	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050340499	5/13/2020	CITY UNIFORM SVCS FOR PW	68.10	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4048615539	4/22/2020	CITY UNIFORM SVCS FOR PW	23.71	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050951965	5/20/2020	CITY UNIFORM SVCS FOR PW	14.16	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050340409	5/13/2020	CITY UNIFORM SVCS FOR PW	12.50	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049177977	4/29/2020	CITY UNIFORM SVCS FOR PW	44.93	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050952006	5/20/2020	CITY UNIFORM SVCS FOR PW	23.57	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049178032	4/29/2020	CITY UNIFORM SVCS FOR PW	12.50	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4048615749	4/22/2020	CITY UNIFORM SVCS FOR PW	297.60	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050340689	5/13/2020	CITY UNIFORM SVCS FOR PW	241.42	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049783428	5/6/2020	CITY UNIFORM SVCS FOR PW	68.10	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049783449	5/6/2020	CITY UNIFORM SVCS FOR PW	45.58	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049178070	4/29/2020	CITY UNIFORM SVCS FOR PW	23.71	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049783336	5/6/2020	CITY UNIFORM SVCS FOR PW	14.16	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4048615482	4/22/2020	CITY UNIFORM SVCS FOR PW	12.50	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049178385	4/29/2020	CITY UNIFORM SVCS FOR PW	244.58	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4048615457	4/22/2020	CITY UNIFORM SVCS FOR PW	103.44	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4048615673	4/22/2020	CITY UNIFORM SVCS FOR PW	68.10	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049783661	5/6/2020	CITY UNIFORM SVCS FOR PW	255.62	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050951968	5/20/2020	CITY UNIFORM SVCS FOR PW	103.44	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050952048	5/20/2020	CITY UNIFORM SVCS FOR PW	68.10	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050340505	5/13/2020	CITY UNIFORM SVCS FOR PW	24.08	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4050340366	5/13/2020	CITY UNIFORM SVCS FOR PW	16.53	
R	CINTAS CORPORATION	12094	1091367	6/11/2020	4049783353	5/6/2020	CITY UNIFORM SVCS FOR PW	12.50	
R	CINTAS CORPORATION	12094	1091492	6/18/2020	4050952079	5/20/2020	CITY UNIFORM SVCS FOR PW	34.89	
R	CINTAS CORPORATION	12094	1091492	6/18/2020	4050952099	5/20/2020	CITY UNIFORM SVCS FOR PW	31.62	
R	CINTAS CORPORATION	12094	1091492	6/18/2020	401478827	5/27/2020	CITY UNIFORM SVCS FOR PW	34.67	
R	CINTAS CORPORATION	12094	1091492	6/18/2020	4050340672	5/13/2020	CITY UNIFORM SVCS FOR PW	31.62	
R	CINTAS CORPORATION	12094	1091492	6/18/2020	4050340652	5/13/2020	CITY UNIFORM SVCS FOR PW	35.12	
R	CINTAS CORPORATION	12094	1091492	6/18/2020	4051478781	5/27/2020	CITY UNIFORM SVCS FOR PW	31.62	
R	CINTAS CORPORATION	12094	1091662	6/25/2020	4052168079	6/3/2020	CITY UNIFORM SVCS FOR PW	31.62	
R	CINTAS CORPORATION	12094	1091662	6/25/2020	4046968147	4/1/2020	CITY UNIFORM SVCS FOR PW	31.62	
R	CINTAS CORPORATION	12094	1091662	6/25/2020	4046968125	4/1/2020	CITY UNIFORM SVCS FOR PW	34.67	
R	CINTAS CORPORATION	12094	1091662	6/25/2020	4052168097	6/3/2020	CITY UNIFORM SVCS FOR PW	34.67	**3,010.52**
R	CITY OF EL MONTE - WORKERS	01238	0618202001	6/15/2020	MAY 2020	6/15/2020	MAY 2020 BOOK TRANSFER TO REPLENISH THE WORKERS' COMP FU	90,256.73	**90,256.73**
R	CITY OF WEST COVINA	03863	1091493	6/18/2020	014817	5/24/2020	FORENSIC SVCS FROM JAN - MAR 2020 - PD	1,150.00	**1,150.00**
R	CLEANTECH ENVIRONMENTAL, INC.	09097	1091368	6/11/2020	402222	4/20/2020	USED ANTIFREEZE DISPOSAL - PW MAINT.	7.45	**7.45**
R	COASTAL INSTRUMENTATION &	01714	1091495	6/18/2020	20-004*	3/26/2020	FINANCE CHARGE FOR PW UTIL DIV.	158.40	**158.40**
R	COMMAND SOLUTIONS LLC	12289	1091496	6/18/2020	642	3/18/2020	ANNUAL HOSTING FEE FOR PD	800.00	**800.00**
R	COMMERCIAL VAN INTERIORS, LLC.	13035	1091497	6/18/2020	220103	5/28/2020	INTERIOR RETROFIT OF SWAT VAN - PD	6,826.18	**6,826.18**
R	CORELOGIC SOLUTIONS LLC	06892	1091498	6/18/2020	82023999	5/31/2020	MAY 2020 GEOGRAPHIC PACKAGE - REALQUEST - NEIGHBORHOOD S	175.00	**175.00**
R	CPCA /CALIFORNIA POLICE CHIEFS	01610	1091499	6/18/2020	15180	5/1/2020	CHRISTOPHER WILLIAMS MEMBERSHIP RENEWAL THROUGH 06.30.2	145.00	
R	CPCA /CALIFORNIA POLICE CHIEFS	01610	1091500	6/18/2020	15525	5/1/2020	MEMBERSHIP RENEWAL - CHIEFS -151-200 PERSONNEL THRU 06/30	2,084.00	**2,229.00**
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01111	2/29/2020	02/26/20 TRAFFIC SIGNAL MAINT GARVEY & SANTA ANITA - PWMD	467.25	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01108	2/29/2020	02/10/20 TRAFFIC SIGNAL MAINT PECK & STEWART - PWMD	1,045.00	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01113	3/31/2020	03/13/20 TRAFFIC SIGNAL MAINT GARVEY & LEXINGTON - PWMD	268.53	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01116	3/31/2020	03/16/20 TRAFFIC SIGNAL MAINT SANTA ANITA & BROCKWAY - PW	734.25	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01117	3/31/2020	03/30/20 TRAFFIC SIGNAL MAINT DURFEE & EXLINE - PWMD	1,172.43	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01109	2/29/2020	02/20/20 TRAFFIC SIGNAL MAINT GARVEY & SANTA ANITA - PWMD	200.25	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01115	3/31/2020	03/13/20 TRAFFIC SIGNAL MAINT SANTA ANITA & BROCKWAY - PW	333.75	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01110	2/29/2020	02/20/20 TRAFFIC SIGNAL MAINT VALLEY & RAMONA - PWMD	66.75	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01107	2/29/2020	02/05/20 TRAFFIC SIGNAL MAINT PECK & STEWART - PWMD	267.00	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01112	3/31/2020	02/29/20 TRAFFIC SIGNAL MAINT LOWER AZUSA & RIVERVIEW - PW	577.86	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091369	6/11/2020	6003-01114	3/31/2020	03/10/20 TRAFFIC SIGNAL MAINT SANTA ANITA & MILDRED - PWM	8,182.95	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091501	6/18/2020	6003-01118	4/30/2020	04/01/20 TRAFFIC SIGNAL MAINT DURFEE & EXLINE - PWMD	977.70	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091501	6/18/2020	6003-01119	4/30/2020	04/04/20 TRAFFIC SIGNAL MAINT DURFEE & ELLIOTT - PWMD	3,461.40	
R	CROSSTOWN ELECTRICAL & DATA	13015	1091501	6/18/2020	6003-01120	4/30/2020	04/24/20 TRAFFIC SIGNAL MAINT VALLEY BLVD & VALLEY CIRCLE - P	267.00	**18,022.12**
R	CUDAHY	03220	1091502	6/18/2020	SUBSDY 1Q 16	1/7/2016	REPLACE CK #1055902 INS PREMIUM	1,256.49	**1,256.49**
R	CURTIS ROSENTHAL, INC.	13274	1091503	6/18/2020	12796-18	4/26/2019	APPRAISAL FEES FOR 3615, 3527, 3535, 3675 SANTA ANITA AVE - EC	6,000.00	**6,000.00**
R	CUSHMAN & WAKEFIELD WESTERN	13063	1091504	6/18/2020	19-38015-900679	9/28/2019	APPRAISAL REPORT FOR AREA Y LAND RAILROAD ST & EL MONTE AV	5,500.00	
R	CUSHMAN & WAKEFIELD WESTERN	13063	1091504	6/18/2020	19-38015-900677	11/17/2019	APPRAISAL REPORT FOR FIRE STN NO. 166 PROPERTY 3515 SANTA A	7,500.00	**13,000.00**
R	DEL REAL	01830	1091505	6/18/2020	6.15.20	6/16/2020	REIMB FACE MASKS & HAND SANITIZERS - P&R	372.00	**372.00**
R	DEL REAL - PETTY CASH	06043	1091506	6/18/2020	1.22-5.22.20	6/3/2020	REIMB. PETTY CASH (01/22/20 - 05/22/20) - P&R	153.46	**153.46**
R	DEL REAL	01830	1091664	6/25/2020	6.17.20	6/17/2020	REIMB PROGRAM SUPPLIES FROM AMAZON FOR PARKS SUMMER P	818.06	**818.06**
R	DEPARTMENT OF AGRICULTURE	13281	1091507	6/18/2020	CFM APPL	6/16/2020	APPLICATION FEE TO REGISTER CITY'S CERTIFIED FARMERS' MARKET	370.00	**370.00**
R	DEPARTMENT OF TOXIC SUBSTANCES	01844	1091370	6/11/2020	19SM4942	5/18/2020	JAN-MAR 2020 EL MONTE GATEWAY SPECIFIC PLAN - ECON DEV.	1,468.45	**1,468.45**

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R	DESIGN WORKSHOP, INC.	11945	1091371	6/11/2020	0063793	3/3/2020	FEB 2020 PARKS OPEN SPACE MASTER PLAN - ENGINEERING	7,859.10	
R	DESIGN WORKSHOP, INC.	11945	1091371	6/11/2020	0064271	5/4/2020	APR 2020 PARKS OPEN SPACE MASTER PLAN - ENGINEERING	4,781.25	
R	DESIGN WORKSHOP, INC.	11945	1091371	6/11/2020	0064031	4/2/2020	MAR 2020 PARKS OPEN SPACE MASTER PLAN - ENGINEERING	16,464.77	
R	DESIGN WORKSHOP, INC.	11945	1091371	6/11/2020	0063567	2/3/2020	JAN 2020 PARKS OPEN SPACE MASTER PLAN - ENGINEERING	6,549.42	**35,654.54**
R	DF POLYGRAPH	01796	1091372	6/11/2020	2020/6	6/3/2020	POLYGRAPH EXAMS FOR HR	175.00	**175.00**
R	DIAZ	13264	1091373	6/11/2020	06.02.20	6/2/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	DONAVANIK	12594	1091374	6/11/2020	11.26.19-4.15.20	6/2/2020	REIMBURSE PETTY CASH 11/26/19 - 04/15/20	310.52	
R	DONAVANIK	12595	1091375	6/11/2020	2.20-5.22.20	6/2/2020	REIMBURSE PETTY CASH 02/20/20 - 05/22/20	242.12	**552.64**
R	DUNN-EDWARDS CORP	04008	1091508	6/18/2020	2137344317	4/16/2020	LINER, TAPE, ROLLER, BRUSH, PAINT FOR PW	204.17	
R	DUNN-EDWARDS CORP	04008	1091508	6/18/2020	2137345624	5/7/2020	PAINT, TAPE, ROLLER, BRUSH, FRAME, BUCKET FOR PW	1,567.60	**1,771.77**
R	DUONG	13297	1091665	6/25/2020	RNTL ASSIST	6/17/2020	RENTAL ASSISTANCE FOR THI LIEN DINH 2825 MOUNTAIN VIEW - EC	1,200.00	**1,200.00**
R	DURFEE CAR WASH OIL AND SMOG	13291	1091666	6/25/2020	6.17.20	6/17/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	EBS GENERAL ENGINEERING INC.	13176	1091509	6/18/2020	54953N	4/30/2020	CIP 002- SW IMPROVEMENTS FOR RAMONA/DURFEE AVE - ENGINEE	476,307.09	
R	EBS GENERAL ENGINEERING INC.	13176	1091509	6/18/2020	54975N	5/31/2020	CIP 002- SW IMPROVEMENTS FOR RAMONA/DURFEE AVE - ENGINEE	13,263.19	**489,570.28**
R	EDMARK GRAPHICS INC.	06665	1091510	6/18/2020	23228	6/5/2020	INDEX DIVIDERS "BUDGET TABS" - FINANCE	304.33	**304.33**
R	EL HUARACHE DE DONA CHELA INC.	13254	1091376	6/11/2020	52820	1/28/2020	71 MEALS FOR GREAT PLATES PROGRAM - PARKS/REC DIV.	2,733.50	
R	EL HUARACHE DE DONA CHELA INC.	13254	1091511	6/18/2020	6.12.20	6/16/2020	6/12/20 DRIVE-IN-MOVIE RESTAURANT COUPON REBATE - P&R	70.00	
R	EL HUARACHE DE DONA CHELA INC.	13254	1091512	6/18/2020	60420	6/4/2020	GREAT PLATES DELIVERY FOR COMM./SENIOR CTR.	3,195.50	
R	EL HUARACHE DE DONA CHELA INC.	13254	1091512	6/18/2020	61020	6/10/2020	GREAT PLATES DELIVERY - PARKS/REC DIV.	3,773.00	
R	EL HUARACHE DE DONA CHELA INC.	13254	1091667	6/25/2020	61620	6/16/2020	GREAT PLATES DELIVERY FOR PARKS/REC DIV.	3,773.00	**13,545.00**
R	EL PESCADOR BAR & GRILL	13189	1091377	6/11/2020	195	5/21/2020	15 MEALS FOR GREAT PLATES PROG - PARKS/REC DIV.	3,375.00	
R	EL PESCADOR BAR & GRILL	13189	1091513	6/18/2020	197	5/31/2020	GREAT PLATES PROGRAM - COMM./SENIOR CTR.	4,050.00	
R	EL PESCADOR BAR & GRILL	13189	1091513	6/18/2020	200	6/7/2020	GREAT PLATES PROGRAM - PARKS/REC DIV.	4,725.00	
R	EL PESCADOR BAR & GRILL	13189	1091670	6/25/2020	205	6/12/2020	GREAT PLATES PROGRAM - PARKS/REC DIV.	3,375.00	**15,525.00**
R	EL SOMBRERO RESTAURANT	01975	1091378	6/11/2020	5-19-21-20	5/19/2020	HOT MEAL SERVICE - PARKS/REC DIV.	4,000.00	
R	EL SOMBRERO RESTAURANT	01975	1091671	6/25/2020	6.12.20	6/23/2020	6/12/20 DRIVE-IN-MOVIE RESTAURANT COUPON	45.00	**4,045.00**
R	EXPERIAN	02005	1091516	6/18/2020	CD2102003235	5/29/2020	CREDIT PROFILES FOR PD	77.24	**77.24**
R	EXXON MOBIL	02007	1091379	6/11/2020	71878997149417750(	5/26/2020	ACCT#7187899714941775 PD FUEL	148.59	**148.59**
R	FEDEX	02029	1091518	6/18/2020	7-030-58035	6/5/2020	COURIER SVCS FOR ENGINEERING DIV.	63.91	
R	FEDEX	02029	1091519	6/18/2020	6-995-19215	4/24/2020	COURIER SVCS FOR ENGINEERING DIV.	34.50	
R	FEDEX	02029	1091672	6/25/2020	7-036-27152	6/12/2020	COURIER SVCS FOR ENGINEERING DIV.	133.74	**232.15**
R	FEDEX (CODE ENF/PLANNING)	02033	1091380	6/11/2020	7-012-66514	5/15/2020	COURIER SVCS FOR BUILDING DIV.	129.95	
R	FEDEX (CODE ENF/PLANNING)	02033	1091517	6/18/2020	6-988-54805	4/17/2020	COURIER SVCS FOR BUILDING DIV.	70.34	
R	FEDEX (CODE ENF/PLANNING)	02033	1091517	6/18/2020	7-025-00695	5/29/2020	COURIER SVCS FOR BUILDING DIV.	139.57	**339.86**
R	FERGUSON, PRAET & SHERMAN	06986	1091520	6/18/2020	23753	5/7/2020	04/02-04/15/20 LEGAL SRVCS FOR EL MONTE PD	1,696.60	**1,696.60**
R	FIREMASTER - MASTER PROTECTION	02046	1091381	6/11/2020	0000679360	7/25/2019	SEMI-ANNUAL KITCHEN HOOD SERVICE - SR CTR	332.50	**332.50**
R	FIRST AMERICAN TITLE COMP.	12951	0624202070	6/24/2020	12159 CHERRYLEE DR	6/23/2020	12159 CHEERYLEE DR, EM - PURCHASE & SALE AGREEMNT DATED 0!	1,580,986.97	**1,580,986.97**
R	FIRST AMERICAN TITLE INS. CO.	11655	1091522	6/18/2020	1602-1602109880	5/27/2020	5/22/20 RECORDING SERVICE FEE - ECON DEV	14.00	**14.00**
R	FISHER	02050	1091382	6/11/2020	JAN 2020	6/3/2020	P.O.S.T. SETTLEMENT FOR JAN 2020	23.78	**23.78**
R	FLORES, GUSTAVO	13222	1091383	6/11/2020	05.28.20	5/28/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	FOOTHILLS PSYCHOLOGICAL	02062	1091384	6/11/2020	05.13.20	5/13/2020	05.13.20 PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING FOR HR/R	350.00	**350.00**
R	FRANKCO FINE UPHOLSTERY	04927	1091523	6/18/2020	18764	6/4/2020	RECOVER BUCKET SEAT ON PD VEH UNIT 422	336.28	**336.28**
R	FREY ENVIRONMENTAL, INC.	11847	1091524	6/18/2020	911-01-05	3/4/2020	10/08/19 - 02/24/20 PROF SVCS RENDERED - SR PROJ GEOLOGIST - I	4,982.50	
R	FREY ENVIRONMENTAL, INC.	11847	1091524	6/18/2020	911-01-06	5/8/2020	04/16/20 - 04/20/20 ENVIRONMENTAL CONSULTING SVCS - ECON D	382.50	**5,365.00**
R	FS CONTRACTORS, INC.	09043	1091385	6/11/2020	2775	5/29/2020	FLETCHER DOG PARK PROJECT - PWMD	150,899.14	
R	FS CONTRACTORS, INC.	09043	1091385	6/11/2020	2758	5/1/2020	FLETCHER DOG PARK PROJECT - PWMD	286,354.92	**437,254.06**
R	GALVINIZED TERMITE & PEST	12487	1091386	6/11/2020	0016020	3/9/2020	PEST CONTROL SVCS - PW MAINT.	275.00	

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R	GALVINIZED TERMITE & PEST	12487	1091386	6/11/2020	0016021	3/7/2020	PEST CONTROL SVCS - PW MAINT.	350.00	**625.00**
R	GARCIA	12670	1091387	6/11/2020	3.25-27.20	5/27/2020	REIMB FLIGHT FOR USED OIL & HAZARDOUS WASTE SYMPOSIUM IN	223.97	**223.97**
R	GARVEY EQUIPMENT COMPANY	07593	1091525	6/18/2020	128648	5/12/2020	STIHL BLOWER, GLOVES, AIR FILTER FOR TREE CREW - PWMD	1,082.40	**1,082.40**
R	GARY FLOYD AND ASSOCIATES	13073	1091527	6/18/2020	2427	1/20/2020	1/17/20 LAWRENCE EQUIP SOUND CHARTS, ADD'L CHARTING - ECO	544.50	
R	GARY FLOYD AND ASSOCIATES	13073	1091527	6/18/2020	2406	8/19/2019	6/19/19 - 8/11/19 NOISE & ACOUSTIC ANALYSIS FOR LAWRENCE EQ	5,793.70	**6,338.20**
R	GLOBALSTAR USA	02154	1091528	6/18/2020	100000001535213	6/15/2020	ACCT#AC00126870 SATELLITE PHONE BILL 05/16/20 -06/15/20 - PD	1,125.64	**1,125.64**
R	GMS ELEVATOR SERVICES INC	02090	1091529	6/18/2020	101368	5/1/2020	SERVICE BILLING (1) HYDRAULIC ELEVATOR FOR CHW - PWMD	141.50	**141.50**
R	GOLDEN OFFICE TRAILERS, INC.	07980	1091388	6/11/2020	129151	4/1/2020	MAY 2020 MONTHLY RENTAL FEE FOR PD TRAILER	192.50	
R	GOLDEN OFFICE TRAILERS, INC.	07980	1091388	6/11/2020	128380	2/1/2020	MAR 2020 MONTHLY RENTAL FEE FOR PD TRAILER	192.50	
R	GOLDEN OFFICE TRAILERS, INC.	07980	1091388	6/11/2020	129877	6/1/2020	JUL 2020 MONTHLY RENTAL FEE FOR PD TRAILER	192.50	
R	GOLDEN OFFICE TRAILERS, INC.	07980	1091388	6/11/2020	129513	5/1/2020	JUN 2020 MONTHLY RENTAL FEE FOR PD TRAILER	192.50	
R	GOLDEN OFFICE TRAILERS, INC.	07980	1091388	6/11/2020	128776	3/1/2020	APR 2020 MONTHLY RENTAL FEE FOR PD TRAILER	192.50	**962.50**
R	GOLDEN OX RESTAURANT	06056	1091530	6/18/2020	6.12.20	6/16/2020	6/12/20 DRIVE-IN-MOVIE RESTAURANT COUPON REBATE - P&R	135.00	**135.00**
R	GOLDEN STATE WATER COMPANY	02160	1091389	6/11/2020	4.27-5.29.20	5/29/2020	AC #5938830002 (04/27/20 - 05/29/20) - PW	67.15	**67.15**
R	GONDEK	08689	1091674	6/25/2020	SUBSDY NOV 17	11/8/2017	REPLACE CK #1069553 INS PREMIUM	1,245.68	**1,245.68**
R	GRANICUS INC	02185	1091675	6/25/2020	120967	12/12/2019	12.02.19-06.30.20 PEAK AGENDA MANAGEMENT - CITY CLK	6,119.01	
R	GRANICUS INC	02185	1091675	6/25/2020	121005	12/13/2019	12.11.19-6.30.20 UPGRD TO SDI 720P STRMING, ENCDNG APPL. SFT	4,207.55	**10,326.56**
R	GREATER S.G. VALLEY PROP. MGMT	00906	1091677	6/25/2020	RNTL ASSIST	6/23/2020	RENTAL ASSISTANCE FOR JOCELYN GUTIERREZ 4534 RIVERVIEW AVE	1,200.00	**1,200.00**
R	GUO	13258	1091390	6/11/2020	05.28.20	5/28/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	5,692.47	**5,692.47**
R	GUYETT GEOMATICS INC (GGI)	11105	1091532	6/18/2020	2079	6/9/2020	MYLAR REVIEW TRACT 18512 WO #5 - ENGINEERING	580.00	**580.00**
R	HAAKER EQUIPMENT CO	02221	1091678	6/25/2020	D18461	5/29/2020	PLUG CPLR FOR PW UTIL.	41.07	
R	HAAKER EQUIPMENT CO	02221	1091679	6/25/2020	C62322	5/27/2020	CLAMP, SOCKET, PLUG CPLR FOR PW UTIL.	1,009.21	**1,050.28**
R	HAJOCA CORPORATION	07418	1091533	6/18/2020	S158230714.001	3/16/2020	BOILER FOR PW MAINT.	613.98	
R	HAJOCA CORPORATION	07418	1091533	6/18/2020	S158369308.001	4/2/2020	BALL VLV/LEVER HDL, ELBOW IMP, HEAD PLUG IMP - PW	77.82	
R	HAJOCA CORPORATION	07418	1091533	6/18/2020	S158196074.001	3/11/2020	REPL CLOSET SLOAN FOR PW MAINT.	426.08	
R	HAJOCA CORPORATION	07418	1091533	6/18/2020	S158361746.001	4/1/2020	COUPLINGS FOR PW MAINT.	52.97	
R	HAJOCA CORPORATION	07418	1091533	6/18/2020	S158151959.001	3/5/2020	PLUMBING SUPPLIES FOR PW MAINT.	625.92	
R	HAJOCA CORPORATION	07418	1091533	6/18/2020	S158585471.001	5/4/2020	TUBULAR PLAS/STEEL BAND SEAL CPLG FOR PW MAINT.	211.93	
R	HAJOCA CORPORATION	07418	1091533	6/18/2020	S158093284.001	3/13/2020	SHOWER REPR KIT FOR PW MAINT.	1,444.53	
R	HAJOCA CORPORATION	07418	1091533	6/18/2020	S158318869.001	3/26/2020	URINAL, VAC BRAKER, WAX RING FOR PW MAINT.	334.65	
R	HAJOCA CORPORATION	07418	1091533	6/18/2020	S158664144.001	5/13/2020	CREDIT ON ACCT FOR RETURNED ITEMS - PW MAINT.	(3,054.33)	**733.55**
R	HCREST, LLC	13285	1091534	6/18/2020	RNTL ASSIST	6/16/2020	RENTAL ASSISTANCE FOR SALVADOR CASAS 2721 CENTRAL AVE #A -	1,200.00	**1,200.00**
R	HERA	13303	1091680	6/25/2020	RNTL ASSIST	6/22/2020	RENTAL ASSISTANCE FOR SHANNON PINEDA 2646 1/2 SASTRE AVE -	1,200.00	**1,200.00**
R	HOGLIN	02280	1091681	6/25/2020	OCT 2012	4/6/2016	REPLACE CK #1058332 P.O.S.T. SETTLEMENT FOR OCT 2012	50.00	**50.00**
R	HOPKINS TECHNICAL PRODUCTS INC	02293	1091683	6/25/2020	3620300486	4/30/2020	SPARE PART SETS FOR PW UTIL.	998.58	**998.58**
R	HUNSAKER	07116	1091536	6/18/2020	RNTL ASSIST	6/11/2020	RENTAL ASSISTANCE FOR KUAN YANG 3815 BALDWIN AVE #43	1,200.00	**1,200.00**
R	IN-N-OUT	02327	1091538	6/18/2020	06.16.20	6/16/2020	RIDESHARE PROGRAM INCENTIVE GIFT CARDS - TRANSP.	250.00	**250.00**
R	INDUSTRIAL PIPE & STEEL CO	02334	1091392	6/11/2020	322209	5/20/2020	VISE 5 BENCH & PIPE MULTI PURPOSE, 3 1/2 PIPE & BENCH COMBO	975.74	**975.74**
R	INFOSEND, INC.	12193	1091537	6/18/2020	173540	6/11/2020	MAY 2020 EBPP MONTHLY MAINT., ENROLLED CUSTOMER FEE - WA	549.10	**549.10**
R	INFRASTRUCTURE ENGINEERING	10525	1091393	6/11/2020	12606	4/24/2020	03/28-04/24/20 SEWER REPLACEMENT NEVADA AVE & BODGER (CII	3,940.00	**3,940.00**
R	INSIGHT PUBLIC SECTOR INC	13181	1091684	6/25/2020	1100728288	4/28/2020	HP ZBOOK 15V G5 MOBILE WORKSTATION 15.6" CORE I7 9750H- 16	39,396.84	
R	INSIGHT PUBLIC SECTOR INC	13181	1091684	6/25/2020	1100725073	4/14/2020	HP ELITEBOOK 840 G6 - 14" CORE I7 8665U - 8 GB RAM 256 GB SSD-	18,850.55	
R	INSIGHT PUBLIC SECTOR INC	13181	1091684	6/25/2020	1100726255	4/20/2020	HP ELITEBOOK 840 G6 - 14" CORE I7 8665U - 8 GB RAM 256 GB SSD-	50,896.49	**109,143.88**
R	INTERSTATE BATTERIES	02369	1091539	6/18/2020	20145854	5/22/2020	BATTERY FOR PD VEH.	414.14	**414.14**
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58724	4/8/2020	PERMIT COUNTER SUPPORT FOR ENGINEERING DIV.	9,750.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58690	4/6/2020	DEC 2019 - GENERAL CIVIL/TRAFFIC ENGINEERING DIV.	8,400.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	59007	4/15/2020	MAR 2020 - PERMIT COUNTER SUPPORT FOR ENGINEERING DIV.	6,435.00	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	59005	4/15/2020	MAR 2020 - GENERAL CIVIL/TRAFFIC ENGINEERING - ENGINEERING	4,800.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58686	4/6/2020	NOV 2019 - PERMIT COUNTER SUPPORT - ENGINEERING DIV.	9,067.50	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58691	4/6/2020	DEC 2019 - PERMIT COUNTER SUPPORT - ENGINEERING DIV.	7,800.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58791	4/10/2020	GENERAL CIVIL/TRAFFIC ENGINEERING DIV.	5,100.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58685	4/6/2020	NOV 2019 - GENERAL CIVIL/TRAFFIC ENGINEERING DIV.	2,250.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58683	4/6/2020	OCT 2019 PERMIT COUNTER SUPPORT - ENGINEERING DIV.	9,100.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58793	4/10/2020	TRAFFIC INVESTIGATIONS AND STUDIES - ENGINEERING DIV.	8,000.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	OCT 2019	4/6/2020	OCT 2019 GENERAL CIVIL/TRAFFIC ENGINEERING - BLDG DEPT.	5,700.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58725	4/8/2020	JAN 2020 - TRAFFIC INVESTIGATIONS AND STUDIES - ENGINEERING D	2,500.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58792	4/10/2020	PERMIT COUNTER SUPPORT - ENGINEERING DIV.	8,450.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	58723	4/8/2020	JAN 2020 - GENERAL CIVIL/TRAFFIC ENGINEERING DIV.	6,450.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091394	6/11/2020	59009	4/15/2020	MAR 2020 - TRAFFIC INVESTIGATIONS AND STUDIES - ENGINEERING	5,000.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091540	6/18/2020	60143	5/26/2020	APR 2020 PERMIT COUNTER SUPPORT - ENGINEERING	10,075.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091540	6/18/2020	60144	5/24/2020	APR 2020 TRAFFIC INVESTIGATIONS & STUDIES - ENGINEERING	1,750.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091540	6/18/2020	60142	5/26/2020	APR 2020 GENERAL CIVIL / TRAFFIC ENGINEERING - ENGINEERING	3,150.00	
R	INTERWEST CONSULTING GROUP INC	02371	1091685	6/25/2020	60387	6/18/2020	MAY 2020 BUILDING SERVICES (PLAN CHECK, PERMITS) - BLDG DEPT	28,554.91	**142,332.41**
R	INX BUILDING MAINTENANCE	11700	1091541	6/18/2020	955922	4/30/2020	APR 2020 JANITORIAL PORTER SERVICE - CITY HALL / CAMPUS / YAR	5,400.00	
R	INX BUILDING MAINTENANCE	11700	1091541	6/18/2020	956059	5/24/2020	CARPET CLEANING FOR CHW	2,250.00	
R	INX BUILDING MAINTENANCE	11700	1091541	6/18/2020	955764	5/1/2020	MAY 2020 JANITORIAL SVCS FOR CITY HALL	4,709.19	
R	INX BUILDING MAINTENANCE	11700	1091541	6/18/2020	956058	5/24/2020	CARPET CLEANING FOR CHE	2,150.00	
R	INX BUILDING MAINTENANCE	11700	1091541	6/18/2020	955923	5/1/2020	MAY 2020 JANITORIAL PORTER SERVICE - CITY HALL / CAMPUS / YAF	5,580.00	
R	INX BUILDING MAINTENANCE	11700	1091541	6/18/2020	955766	5/1/2020	MAY 2020 JANITORIAL SVCS FOR PW YARD	2,839.01	
R	INX BUILDING MAINTENANCE	11700	1091541	6/18/2020	955762	5/1/2020	MAY 2020 JANITORIAL SVCS - P&R	4,130.01	**27,058.21**
R	IRWINDALE INDUSTRIAL CLINIC	02377	1091542	6/18/2020	2146-972743	5/31/2020	5/12/20 EXAMS PER HR	95.00	**95.00**
R	IVY-IT, INC.	12456	1091395	6/11/2020	S-220-49	4/21/2020	MEDICAL MASKS FOR PW UTIL.	1,837.00	**1,837.00**
R	J H MITCHELL & SONS	02719	1091543	6/18/2020	191349	6/1/2020	AEROSHELL W 100, SHELL AEROSHELL 100 - PD	740.77	**740.77**
R	JAUREGUI	05387	1091396	6/11/2020	JAN 2020	6/3/2020	P.O.S.T. SETTLEMENT FOR JAN 2020	80.96	**80.96**
R	JCL TRAFFIC SERVICES	09224	1091544	6/18/2020	104523	5/27/2020	PD VIDEO SURVEILLANCE SIGNS AT VALLEY MALL PARKING - PWMD	339.45	
R	JCL TRAFFIC SERVICES	09224	1091686	6/25/2020	104596	6/4/2020	3A SAFETY CLASS 3 BOMBER JACKET FOR PW UTIL.	110.29	**449.74**
R	JOLLY JUG RESTAURANT	13268	1091545	6/18/2020	06.04.20	6/4/2020	50 CHEESE BURGERS W/CHIPS ON 06/04/20, 06/11/20, 06/18/20 - P	900.00	**900.00**
R	JTB SUPPLY COMPANY INC	02390	1091687	6/25/2020	107329	5/12/2020	12" RED BALL LED ITE - PW MAINT.	306.60	**306.60**
R	JWA URBAN CONSULTANTS INC	04586	1091546	6/18/2020	EM #7	6/2/2020	MAY 2020 CONSULTING SERVICES FOR PLANNING DIV.	2,303.44	**2,303.44**
R	KEENAN & ASSOCIATES	11801	1091548	6/18/2020	241363	4/17/2020	APR 2020 ONLINE BENEFITS ADMIN. - HR	1,250.00	**1,250.00**
R	KELELM LIMITED PARTNERSHIP	13277	1091549	6/18/2020	RNTL ASSIST	6/15/2020	RENTAL ASSISTANCE FOR KARLA URENA ROJAS 2625 MEEKER AVE A	1,200.00	**1,200.00**
R	KEYSTONE UNIFORM DEPOT DBA	02436	1091550	6/18/2020	067428	5/13/2020	WOOL SHIRT, PANTS, BELT, TIE, JACKET, NAME PLATE FOR PD	889.11	**889.11**
R	KIMLEY-HORN AND ASSOC INC	11182	1091397	6/11/2020	16629901	4/30/2020	SRVC THRU 04/30/20 RAMONA RESURFACING PRJ - ENGINEERING	13,645.67	
R	KIMLEY-HORN AND ASSOC INC	11182	1091397	6/11/2020	16256838	3/31/2020	SRVC THRU 03/31/20 RAMONA RESURFACING PRJ - ENGINEERING	9,663.38	
R	KIMLEY-HORN AND ASSOC INC	11182	1091397	6/11/2020	15915203	1/31/2020	SRVC THRU 01/31/20 RAMONA RESURFACING PRJ - ENGINEERING	5,430.58	**28,739.63**
R	KING'S DISCOUNT BRAKE & TIRE	08747	1091551	6/18/2020	1-259270	4/8/2020	PW-29 REAR TIRES REPLACEMENT - TRAFFIC DEPT.	787.68	**787.68**
R	KNORR SYSTEMS INC	02451	1091688	6/25/2020	SI218958	1/20/2020	SHOP SERVICE, SEAL SHAFT, STUD, O RING, LIQUIFRAM, HEAD KIT FC	407.16	
R	KNORR SYSTEMS INC	02451	1091688	6/25/2020	SI218959	1/20/2020	SHOP SERVICE, SEAL SHAFT, SPACER, ORING, SHIM, STUD, LIQUIFRA	496.10	
R	KNORR SYSTEMS INC	02451	1091688	6/25/2020	SI218960	1/20/2020	SHOP SERVICE, SEAL SHAFT, SPACER, ORING, SHIM, STUD, LIQUIFRA	501.12	
R	KNORR SYSTEMS INC	02451	1091689	6/25/2020	SI219721	2/17/2020	POOL SUPPLIES FOR AQUATIC CNTR	273.13	**1,677.51**
R	KOA CORPORATION	11944	1091398	6/11/2020	JB96110-5	4/27/2020	03/30-04/26/20 DURFEE / RAMONA SIDEWALK IMPROVEMENT PRO	16,160.00	
R	KOA CORPORATION	11944	1091552	6/18/2020	JB96061-11	4/27/2020	03/30-04/26/20 6288 RAMONA BLVD & VALLEY BLVD PROJ. - ENGIN	30,343.60	
R	KOA CORPORATION	11944	1091552	6/18/2020	JB96061-12	5/31/2020	04/27-05/31/20 6288 RAMONA BLVD & VALLEY BLVD PROJ. - ENGIN	38,430.00	
R	KOA CORPORATION	11944	1091553	6/18/2020	JB96110-6	5/31/2020	04/27-05/31/20 DURFEE / RAMONA SIDEWALK IMPROVEMENT PRO	14,000.24	

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R	KOA CORPORATION	11944	1091554	6/18/2020	JC06022-1	3/30/2020	03/02-03/29/20 RAMONA BLVD RESURFACING PRJ CIP #857 - ENGIN	1,000.00	
R	KOA CORPORATION	11944	1091554	6/18/2020	JC06022-2	5/31/2020	04/17-05/31/20 RAMONA BLVD RESURFACING PRJ CIP #857 - ENGIN	380.00	**100,313.84**
R	KTU&A	13131	1091690	6/25/2020	31943	4/14/2020	MAR 2020 PROF SVCS RENDERED FOR EL MONTE SIDEWALK INVENT	6,862.50	
R	KTU&A	13131	1091690	6/25/2020	32059	5/27/2020	APR 2020 - PROF SVCS RENDERED - EL MONTE SIDEWALK INVENTOR	785.00	**7,647.50**
R	LA SMOG CHECK	13292	1091692	6/25/2020	6.17.20	6/17/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	LAE ASSOCIATES, INC.	11943	1091555	6/18/2020	20-405	6/2/2020	05/01/20 -05/31/20 SLURRY SEAL & PAVEMENT RESURFACING PRJ (	10,206.25	
R	LAE ASSOCIATES, INC.	11943	1091555	6/18/2020	20-410	6/2/2020	05/01/20 -05/31/20 SLURRY SEAL & PAVEMENT RESURFACING PRJ (	8,312.50	**18,518.75**
R	LAU, MON WAH	13286	1091556	6/18/2020	RNTL ASSIST	6/16/2020	RENTAL ASSISTANCE FOR TUAN A. TRAN 3048 POTRERO AVE - ECON	1,000.00	**1,000.00**
R	LAU, CHUEN	13300	1091693	6/25/2020	RNTL ASSIST	6/23/2020	RENTAL ASSISTANCE FOR BLANCA LAU 3643 ARDEN DR - ECON DEV	1,200.00	**1,200.00**
R	LE, DAVID HOANG	13304	1091694	6/25/2020	RNTL ASSIST	6/24/2020	RENTAL ASSISTANCE FOR SILVERIA ESTRADA 3850 DURFEE AVE APT	1,200.00	**1,200.00**
R	LEAGUE OF CALIFORNIA CITIES	02503	1091399	6/11/2020	3847	6/8/2020	7/1/20 - 6/30/21 LA COUNTY DIVISION DUES - CMO	1,412.25	**1,412.25**
R	LETW ONE, LLC	13305	1091695	6/25/2020	RNTL ASSIST	6/24/2020	RENTAL ASSISTANCE FOR FRANCISCO VASQUEZ 11690 RAMONA BLV	1,200.00	**1,200.00**
R	LI, ZHIMIN	13287	1091557	6/18/2020	RNTL ASSIST	6/16/2020	RENTAL ASSISTANCE FOR MARIA G. FARIAS 3534 COGSWELL RD - EC	1,200.00	**1,200.00**
R	LIGHT BULB CITY / LBC LIGHTING	07343	1091400	6/11/2020	321427	4/13/2020	MP70/ED17/U/4K - PW MAINT.	113.96	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1091400	6/11/2020	321426	4/13/2020	LIGHTING AND OTHER ELECTRICAL EQUIPMENT ON AN AS-NEEDED I	98.67	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1091558	6/18/2020	322331	5/4/2020	KEY FOR TEMPER RESISTANT SWITCH - PWMD	37.51	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1091558	6/18/2020	322337	5/4/2020	BRACKET FOR LIGHT -VFW (PWMD)	25.08	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1091558	6/18/2020	321969	4/23/2020	LED & BALLAST FOR VELASCO'S OFFICE - PWMD	232.91	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1091696	6/25/2020	322935	5/12/2020	LED FLUSH MOUNT LIGHTS - PW MAINT.	1,298.88	
R	LIGHT BULB CITY / LBC LIGHTING	07343	1091696	6/25/2020	322658	5/7/2020	LED LAMPS - PW MAINT.	227.70	**2,034.71**
R	LOCKWOOD, ANDREW & NEWMAN, INC	11767	1091401	6/11/2020	180-10007-000-14	5/5/2020	SRVC THRU 04/30/20 STORM DRAIN IMPRVMT PRJ DESIGN SUPPOR	240.00	
R	LOCKWOOD, ANDREW & NEWMAN, INC	11767	1091559	6/18/2020	180-10007-000-15	6/5/2020	SRVC THRU 05/31/20 STORM DRAIN IMPRVMT PRJ DESIGN SUPPOR	5,745.00	**5,985.00**
R	LONG, MICHAEL	13219	1091402	6/11/2020	05.28.20	5/28/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	LONG BEACH BMW MOTORCYCLES	10412	1091697	6/25/2020	32583	4/27/2020	MOVING RADAR FOR PD VEH.	575.00	
R	LONG BEACH BMW MOTORCYCLES	10412	1091697	6/25/2020	34525	4/27/2020	14-19 RT/RTP 36K SVC - 1 TIRE, AMPAING CODE, BRAKE LIGHT, GRIP	1,261.64	
R	LONG BEACH BMW MOTORCYCLES	10412	1091697	6/25/2020	36759	4/27/2020	BMW ANNUAL SERVICE - PD	672.91	
R	LONG BEACH BMW MOTORCYCLES	10412	1091697	6/25/2020	36468	4/27/2020	14-19 RT/RTP 36K SVC - BRAKE FLUSH, GRIPS, REAR PADS, 1 REAR TI	1,560.18	**4,069.73**
R	LORENA'S MEXICAN RESTAURANT	13269	1091403	6/11/2020	0010	6/2/2020	MEALS FOR RESIDENT GIVEAWAY	1,419.66	**1,419.66**
R	LOS ANGELES COUNTY FIRE	02570	1091698	6/25/2020	C009481	6/1/2020	JUL 2020 FIRE PROTECTION SERVICE	1,224,658.00	**1,224,658.00**
R	LOS ANGELES ENGINEERING INC	12963	1091404	6/11/2020	APPL #3	5/5/2020	LAMBERT PARK PRJ CONSTRUCTION SRVC THRU 4/30/20 - P&R	450,566.78	
R	LOS ANGELES ENGINEERING INC	12963	1091405	6/11/2020	APPL #3 RET-ESCROW	4/30/2020	ESCROW ACCT #1692 RELEASE RETENTION INV #APPLICATION #3 - P	23,714.05	
R	LOS ANGELES ENGINEERING INC	12963	1091406	6/11/2020	APPL #4	6/1/2020	LAMBERT PARK PRJ CONSTRUCTION SRVC THRU 5/31/20 - P&R	226,888.50	
R	LOS ANGELES ENGINEERING INC	12963	1091407	6/11/2020	APPL #4 RET-ESCROW	6/1/2020	ESCROW ACCT #1692 RELEASE RETENTION INV #APPLICATION #4 - P	11,941.50	**713,110.83**
R	LOS ANGELES TRUCK CENTERS, LLC	02583	1091699	6/25/2020	XA210391944:01	5/21/2020	ECCO CONF. LIGHTBAR AM, DIRECTIONAL LED SURFACE - NEIGHBOR	1,756.81	**1,756.81**
R	LOWRY	03315	1091408	6/11/2020	JAN-APR 2020	6/9/2020	JAN-APR 2020 MEDICARE REIMBURSEMENT	513.72	**513.72**
R	LUNA	02599	1091700	6/25/2020	JAN 2019	4/17/2019	REPLACE CK #1082288 P.O.S.T. SETTLEMENT FOR JAN 2019	70.00	**70.00**
R	M & G HOLDINGS INC	13301	1091701	6/25/2020	RNTL ASSIST	6/22/2020	RENTAL ASSISTANCE FOR ARACELY CORRAL 5110 LA MADERA AVE -	1,200.00	**1,200.00**
R	MANAGED HEALTH NETWORK	11097	1091410	6/11/2020	PRM-052552	5/17/2020	JUN 2020 EMPLOYEE ASSISTANCE PROGRAM - HR	800.40	**800.40**
R	MATT CHLOR INC	02660	1091702	6/25/2020	23945	4/16/2020	MALE CONNECTOR FOR PW UTIL.	20.90	**20.90**
R	MCCLUNG JR	03313	1091411	6/11/2020	JUN 2020	6/9/2020	JUN 2020 MEDICARE REIMBURSEMENT	1,328.00	**1,328.00**
R	MENDEZ, SALVADOR	12610	1091564	6/18/2020	03.14.20	6/11/2020	REIMB HAND SANITIZER FOR COVID-19 PANDEMIC	148.92	**148.92**
R	MENDEZ, SALVADOR - PETTY CASH	13182	1091703	6/25/2020	6.12.20	6/17/2020	REIMBURSE PETTY CASH 06/12/20	150.00	**150.00**
R	METROPOLITAN LIFE INSURANCE	12956	1091565	6/18/2020	JUN 2020	5/15/2020	ACCT #KM05965542 JUN 2020 DENTAL INSURANCE PREMIUM	27,575.60	**27,575.60**
R	MEZA	02700	1091566	6/18/2020	6.15.20	6/15/2020	REIMB NO-TOUCH FOREHEAD THERMOMETERS FROM AMAZON - P&	423.36	**423.36**
R	MODERN TRAILER SUPPLY	02722	1091412	6/11/2020	458321	5/4/2020	SUPPLIES FOR PW MAINT.	164.95	
R	MODERN TRAILER SUPPLY	02722	1091412	6/11/2020	458458	5/12/2020	SUPPLIES FOR PW MAINT DIV.	154.83	**319.78**
R	MOORE IACOFANO GOLTSMAN INC	02740	1091413	6/11/2020	0064070	4/29/2020	MAR 2020 LAMBERT PARK PHASE II - P&R	7,972.50	**7,972.50**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	MORA	02741	1091704	6/25/2020	MAR 2019	9/10/2019	REPLACE CK #1085619 P.O.S.T. SETTLEMENT FOR MAR 2019	166.25	**166.25**
R	MUNICODE	04608	1091567	6/18/2020	00343492	6/2/2020	6/1/20 - 5/31/21 ADMIN SUPPORT FEE - CTY CLRK	500.00	**500.00**
R	NATIONAL PLANT SERVICES, INC.	13065	1091706	6/25/2020	15712	6/5/2020	PERFORM FLOW MINITORING FOR PW UTIL.	8,800.00	
R	NATIONAL PLANT SERVICES, INC.	13065	1091707	6/25/2020	15728	6/11/2020	PERF. SMOKE TESTING - PW UTIL.	7,200.00	**16,000.00**
R	NATIONWIDE ENVIRONMENTAL	02817	1091414	6/11/2020	30802	4/15/2020	TRANSIT STOP CLEANING SVCS RENDERED IN APR 2020	15,000.00	
R	NATIONWIDE ENVIRONMENTAL	02817	1091414	6/11/2020	30801	3/31/2020	TRANSIT STOP CLEANING SVCS RENDERED 03/16/20-03/31/20	7,500.00	
R	NATIONWIDE ENVIRONMENTAL	02817	1091569	6/18/2020	30871	4/30/2020	APR 2020 CATCH BASIN CLEANING SRVCS CITYWIDE - PWMD	17,058.96	
R	NATIONWIDE ENVIRONMENTAL	02817	1091569	6/18/2020	30831	5/15/2020	MAY 2020 TRANSIT STOP CLEANING SRVCS CITYWIDE - PWMD	15,000.00	
R	NATIONWIDE ENVIRONMENTAL	02817	1091569	6/18/2020	30828	5/15/2020	MAY 2020 STREET SWEEPING SERVICES CITYWIDE - PW	36,169.22	
R	NATIONWIDE ENVIRONMENTAL	02817	1091569	6/18/2020	30830	5/15/2020	MAY 2020 STREET SWEEPING SERVICES VALLEY MALL/ALLEYS/CITY L	2,314.26	**93,042.44**
R	NEIGHBORHOOD LEGAL SERVICES	10219	1091570	6/18/2020	DEC 2019	5/8/2020	DEC 2019 CDBG HOUSING & MOBILEHOME HOUSING LEGAL SVCS PI	6,526.23	**6,526.23**
R	NOBEL SYSTEMS, INC.	13174	1091415	6/11/2020	14767	3/31/2020	ASSET MGMT/GIS SVCS FOR CITY OF EL MONTE FOR PW UTIL. DIV.	54,800.00	
R	NOBEL SYSTEMS, INC.	13174	1091415	6/11/2020	14786	4/30/2020	CITY OF EL MONTE - ASSET MGMT AND GIS SVCS PROJ - PW UTIL.	12,000.00	**66,800.00**
R	NOVA ELECTRIC	12226	1091416	6/11/2020	105	4/27/2020	INSTALLED 20- LED VAPOR PROOF FIXTURES - PW UTIL.	7,400.00	
R	NOVA ELECTRIC	12226	1091571	6/18/2020	025	2/14/2020	INSTALL, CONNECT & POWER UP EV CHARGERS AT CH & PW	3,200.00	
R	NOVA ELECTRIC	12226	1091571	6/18/2020	029	5/11/2020	INSTALL 6 LED WALL PACKS AT VFW HALL - PWMD	1,600.00	
R	NOVA ELECTRIC	12226	1091571	6/18/2020	028	4/27/2020	POWER HOOK-UP FOR PD WASHER, DRYER AND WATER HEATER - P'	1,005.00	
R	NOVA ELECTRIC	12226	1091572	6/18/2020	106	5/18/2020	INSTALLED LED FIXTURES FOR PW UTIL.	4,800.00	
R	NOVA ELECTRIC	12226	1091572	6/18/2020	107	6/3/2020	INSTALLED LED PARKING LOT SECURITY LIGHTS - PW UTIL.	1,050.00	**19,055.00**
R	NV5, INC.	12935	1091417	6/11/2020	164505	5/23/2020	APR 2020 PLAN CK 12015 E REDSTONE - ENGINEERING	630.00	
R	NV5, INC.	12935	1091417	6/11/2020	164507	5/23/2020	APR 2020 GRADING PLAN 2642 TYLER AVE- ENGINEERING	155.00	
R	NV5, INC.	12935	1091417	6/11/2020	164509	5/23/2020	APR 2020 GRADING PLAN 11035 KLINGERMAN ST- ENGINEERING	650.00	
R	NV5, INC.	12935	1091418	6/11/2020	164508	5/23/2020	APR 2020 GRADING PLAN FOR 4123-4131 PECK RD - ENGINEERING D	2,010.00	
R	NV5, INC.	12935	1091418	6/11/2020	156859	3/20/2020	FEB 2020 GRADING PLAN SVCS FOR 4123-4131 PECK RD - ENGINEER	4,635.00	
R	NV5, INC.	12935	1091573	6/18/2020	164511	5/23/2020	APR 2020 GRADING PLAN CK 10528 BISBY STREET - ENGINEERING D	2,000.00	
R	NV5, INC.	12935	1091708	6/25/2020	164650	5/23/2020	APR 2020 GRADING PLAN LAMBERT PARK - ENGINEERING	53,091.99	
R	NV5, INC.	12935	1091708	6/25/2020	167630	6/18/2020	MAY 2020 GRADING PLAN 10528 BISBY ST - ENGINEERING	500.00	
R	NV5, INC.	12935	1091708	6/25/2020	167629	6/18/2020	MAY 2020 GRADING PLAN 11035 KLINGERMAN ST - ENGINEERING	390.00	**64,061.99**
R	O'REILLY AUTO PARTS	06671	1091419	6/11/2020	3952-153142	8/27/2019	ALTERNATORS FOR PW MAINT DIV. PW-8	25.42	**25.42**
R	OCHOA'S CUSTOM CONSTRUCTION INC	13191	1091709	6/25/2020	00100	5/22/2020	DEMOLITION - MEN'S / WOMEN'S RESTROOM MT VIEW PARK - PWM	22,135.00	**22,135.00**
R	OFFICECHAIRSUSA.COM	11059	1091710	6/25/2020	77203	4/29/2020	HIGH BACK - BROWN CHAIRS FOR PW MAINT.	8,179.38	**8,179.38**
R	OGAZ	02895	1091574	6/18/2020	03-2020	6/1/2020	BILLING-HEARINGS FOR MAR 2020 - ECON DEV DIV.	450.00	
R	OGAZ	02895	1091711	6/25/2020	04-2020	6/16/2020	BILLING-HEARINGS FOR MAY 2020- ECON DEV DIV.	250.00	**700.00**
R	OLIVAREZ MADRUGA	09855	0611202001	6/11/2020	10513	4/30/2020	APR 2020 - MONTHLY BASE RETAINER	59,803.37	
R	OLIVAREZ MADRUGA	09855	0611202002	6/11/2020	10505	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - 2017 METROLINK TOD	7,256.50	
R	OLIVAREZ MADRUGA	09855	0611202003	6/11/2020	10504	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - 2020 WATER REFUNDING/RE'	528.00	
R	OLIVAREZ MADRUGA	09855	0611202004	6/11/2020	10506	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - 3701 SANTA ANITA AVE	2,167.50	
R	OLIVAREZ MADRUGA	09855	0611202005	6/11/2020	10528	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES -4350 TEMPLE CITY BLVD	67.50	
R	OLIVAREZ MADRUGA	09855	0611202006	6/11/2020	10517	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - AREA Y DISPOSITION	67.50	
R	OLIVAREZ MADRUGA	09855	0611202007	6/11/2020	10507	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - AUSTIN V. EMPD	340.00	
R	OLIVAREZ MADRUGA	09855	0611202008	6/11/2020	10522	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - BANNISTER	13,260.28	
R	OLIVAREZ MADRUGA	09855	0611202009	6/11/2020	10509	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - CANNABIS REGULATIONS AN	4,011.00	
R	OLIVAREZ MADRUGA	09855	0611202010	6/11/2020	10510	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - COVID 19 LEGAL RESPONSE &	36,999.00	
R	OLIVAREZ MADRUGA	09855	0611202011	6/11/2020	10521	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - FLAIR SPECTRUM	320.00	
R	OLIVAREZ MADRUGA	09855	0611202012	6/11/2020	10524	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - FORECLOSURE PROGRAM	120.00	
R	OLIVAREZ MADRUGA	09855	0611202013	6/11/2020	10516	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - GATEWAY GRAPEVINE	13,180.50	
R	OLIVAREZ MADRUGA	09855	0611202014	6/11/2020	10519	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - GOODMAN INDUSTRIAL DEV	10,718.40	

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R	OLIVAREZ MADRUGA	09855	0611202015	6/11/2020	10518	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - GREATER SGV SAFE COMMU	2,052.50	
R	OLIVAREZ MADRUGA	09855	0611202016	6/11/2020	10737	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - KN HOMES	3,063.00	
R	OLIVAREZ MADRUGA	09855	0611202017	6/11/2020	10523	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - MOBILEHOME PARKS	1,896.00	
R	OLIVAREZ MADRUGA	09855	0611202018	6/11/2020	10515	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - OPERABLE UNIT	1,705.50	
R	OLIVAREZ MADRUGA	09855	0611202019	6/11/2020	10531	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - PARK REPLACEMENT PLAN	1,495.50	
R	OLIVAREZ MADRUGA	09855	0611202020	6/11/2020	10525	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - OVERSIGHT BOARD	120.00	
R	OLIVAREZ MADRUGA	09855	0611202021	6/11/2020	10512	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - PUBLIC RECORDS REQUEST	4,553.00	
R	OLIVAREZ MADRUGA	09855	0611202022	6/11/2020	10529	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - QUIMBY FEE ANALYSIS/RESE	5,113.00	
R	OLIVAREZ MADRUGA	09855	0611202023	6/11/2020	10526	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - ROSS NISSAN FREEWAY SIGN	100.00	
R	OLIVAREZ MADRUGA	09855	0611202024	6/11/2020	10508	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - SAFEWAY DEMOLITION	783.00	
R	OLIVAREZ MADRUGA	09855	0611202025	6/11/2020	10514	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - SUCCESSOR AGENCY	90.00	
R	OLIVAREZ MADRUGA	09855	0611202026	6/11/2020	10503	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - TYLER RAMONA/DOMUS	45.00	
R	OLIVAREZ MADRUGA	09855	0611202027	6/11/2020	10527	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES -WIRELESS - APPLICATION REVI	180.00	
R	OLIVAREZ MADRUGA	09855	0611202028	6/11/2020	10530	4/30/2020	APR 2020 - SPECIAL LEGAL SERVICES - WIRELESS - GENERAL REGULA	2,530.00	**172,566.05**
R	ORCA PROPERTY MANAGEMENT	13283	1091575	6/18/2020	RNTL ASSIST	6/15/2020	RENTAL ASSISTANCE FOR WHITNEY LAMELA HERNANDEZ 2721 MUS	1,200.00	**1,200.00**
R	PALETERIA LA REYNA DE	13280	1091576	6/18/2020	6.12.20	6/16/2020	6/12/20 DRIVE-IN-MOVIE RESTAURANT COUPON REBATE - P&R	125.00	**125.00**
R	PARKHOUSE TIRE INC	02957	1091577	6/18/2020	1010738774	5/21/2020	TIRES FOR PD VEH.	1,456.74	**1,456.74**
R	PARKWOOD LANDSCAPE MAINT. INC.	12447	1091578	6/18/2020	100109	4/30/2020	APR 2020 LANDSCAPE MAINTENANCE - PW MAINT.	5,989.00	**5,989.00**
R	PARS	02987	1091712	6/25/2020	45662	6/10/2020	PARS TRUST ADMIN FEE MO. END 04/30/20	7,767.87	**7,767.87**
R	PENCO ENGINEERING INC	10378	1091420	6/11/2020	71953	4/8/2020	MAR 2020 PLAN CHECK FOR 10523 HICKSON AVE - ENGINEERING DI	346.98	
R	PENCO ENGINEERING INC	10378	1091713	6/25/2020	72717	6/10/2020	MAY 2020 PLAN CHECK FOR 3020 WASHINGTON AVE WORK ORDER	130.50	**477.48**
R	PERAZA DESIGN	08338	1091714	6/25/2020	0004097	6/15/2020	CANOPY TENT, TABLE COVERS FOR PARKS/REC DIV.	4,488.56	**4,488.56**
R	PLUMBERS DEPOT INC	03008	1091579	6/18/2020	PD-45488	6/4/2020	STIHL PORTABLE WATER TANK, CUTTING GUIDE ARM, WATER TANK	648.08	
R	PLUMBERS DEPOT INC	03008	1091579	6/18/2020	PD-45431	6/1/2020	4WAY GAS MIX LEL 200 FOR PW UTIL.	191.12	
R	PLUMBERS DEPOT INC	03008	1091716	6/25/2020	PD-45312	5/19/2020	REPAIRS TO TRUCK FOR PW UTIL.	319.15	
R	PLUMBERS DEPOT INC	03008	1091716	6/25/2020	PD-45390	5/27/2020	LINE PULLER KIT FOR PW UTIL.	1,442.45	
R	PLUMBERS DEPOT INC	03008	1091717	6/25/2020	PD-45583	6/12/2020	STAINLESS STEEL CABLE - PW UTIL.	5,174.80	
R	PLUMBERS DEPOT INC	03008	1091717	6/25/2020	PD-45592	6/12/2020	PIPE, CABLES -PW UTIL.	806.28	**8,581.88**
R	POOL SUPPLY UNLIMITED	13170	1091718	6/25/2020	03590490	5/29/2020	AQUA-FIT-N-FUN CYCLE FOR PARKS/REC DIV.	6,650.29	**6,650.29**
R	PROJECT PARTNERS INC	10800	1091421	6/11/2020	9528	4/2/2020	02.29-03.27.20 SIDEWALK PROJECT - ENG.	24,513.01	
R	PROJECT PARTNERS INC	10800	1091421	6/11/2020	9585	5/4/2020	03.28-04.24.20 WATER OPERATIONS CONSULT SRVC - PW WATER D	6,490.00	
R	PROJECT PARTNERS INC	10800	1091421	6/11/2020	9485	3/9/2020	FEB 2020 - NEVADA BODGET SEWER - PW UTIL.	18,622.04	
R	PROJECT PARTNERS INC	10800	1091421	6/11/2020	9586	5/4/2020	03.28-04.24.20 CMMS / ASSET MANAGEMENT	1,925.00	
R	PROJECT PARTNERS INC	10800	1091421	6/11/2020	9571-A	4/3/2020	02.29 - 03.27.20 WATER OPERATIONS CONSULT SRVC - PW WATER D	8,085.00	
R	PROJECT PARTNERS INC	10800	1091421	6/11/2020	9342	12/11/2019	10.27-11.29.19 WATER OPERATIONS CONSULT SRVC - PW WATER D	12,285.00	
R	PROJECT PARTNERS INC	10800	1091421	6/11/2020	9529-A	4/3/2020	02.29-03.27.20 WATER OPERATIONS CONSULT SRVC - PW WATER D	825.00	
R	PROJECT PARTNERS INC	10800	1091580	6/18/2020	9584	5/4/2020	03.28-04.24.20 - PROJ MANGAMENT/CONSTRUCTION SVCS - ENGIN	24,819.56	
R	PROJECT PARTNERS INC	10800	1091719	6/25/2020	9625	6/7/2020	04.25-05.29.20 - PROJ MANGAMENT/CONSTRUCTION SVCS - ENGIN	31,024.74	**128,589.35**
R	PROLINE DISTRIBUTION SERVICES	13294	1091720	6/25/2020	6.17.20	6/17/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	PSOMAS	07077	1091581	6/18/2020	162748	5/14/2020	03/27-04/23/20 - WATER MAINT REPLACEMENT PROJECT -ENGINEE	35,330.22	
R	PSOMAS	07077	1091581	6/18/2020	162292	4/30/2020	03/27-04/23/20 GIS CONSULTING WORK - ECON DEV DIV.	3,131.50	
R	PSOMAS	07077	1091581	6/18/2020	161583	4/8/2020	02/28-03/23/20 GIS CONSULTING WORK - ECON DEV DIV.	590.00	
R	PSOMAS	07077	1091721	6/25/2020	163259	6/11/2020	04/24 - 05/28/20 GENERAL GIS SUPPORT FOR ENGINEERING DIV.	2,262.50	**41,314.22**
R	PUENTE READY MIX, INC.	11252	1091582	6/18/2020	95400	4/28/2020	READY MIX DELIVERED - PW	962.80	
R	PUENTE READY MIX, INC.	11252	1091582	6/18/2020	95333	4/21/2020	READY MIX DELIVERED - PW	893.20	
R	PUENTE READY MIX, INC.	11252	1091582	6/18/2020	95423	4/30/2020	READY MIX DELIVERED - PW	2,202.16	**4,058.16**
R	QUACH	13260	1091422	6/11/2020	05.28.20	5/28/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**

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R	QUALITY AUTO SUPPLY	08931	1091423	6/11/2020	227595-1	5/5/2020	MONO-TUBE GAS FOR NEIGHBORHOOD SVCS DIV. VEH.	301.17	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226775-1	4/2/2020	LIFTER, CYLINDER HEAD, SPARK PLUGS, RES WIRES FOR PW VEH.	1,648.45	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226886-1	4/9/2020	DOOR LATCH CABLE, PANEL COVER, INTERIOR DOOR HANDLE - PW	256.64	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	2527378-1	4/29/2020	OIL FILTER, AIR DOMESTIC FOR PW VEH.	80.00	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226981-1	4/15/2020	16 AIR DOMESTIC FOR PW MAINT.	44.28	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226772-1	4/2/2020	AIR DOMESTIC - PW	21.74	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226778-1	4/2/2020	31 GROUP BATTER, UNIV SWITCH FOR PW VEH.	492.20	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226925-1	4/13/2020	NEW DISTRIBUTOR, IGN COIL - PW MAINT.	159.40	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	227404-1	4/30/2020	OIL FLEET, AIR FLEET FOR PW VEH.	60.52	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	227747-1	5/11/2020	OIL FILTERS FOR PW VEH.	43.62	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	227594-1	5/5/2020	SEAT HANDLE FOR PW VEH.	19.91	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	227376-1	4/29/2020	CONTROL ARMS FOR PW VEH.	348.76	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	227405-1	4/30/2020	ENGINE OIL COOLANT, TRNS QUCK CNCT FOR PW VEH.	94.94	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226982-1	4/15/2020	OIL FILTERS FOR PW VEH.	56.09	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	227000-1	4/16/2020	OI L FILTER FOR PW MAINT. VEH.	29.92	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226885-1	4/9/2020	PROFIELS, STAND MINI. - PW MAINT.	379.75	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226990-1	4/15/2020	WATER PUMP FOR PW VEH.	105.58	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	226954-1	4/14/2020	LED LAMPS FOR PW	58.78	
R	QUALITY AUTO SUPPLY	08931	1091583	6/18/2020	227102-1	4/20/2020	OIL COOLER GASKET FOR PW VEH.	31.62	**4,233.37**
R	QUALY ELECTRICAL WHOLESALE INC	07909	1091584	6/18/2020	70906	4/23/2020	H/L PLUG FOR PW MAINT.	67.24	
R	QUALY ELECTRICAL WHOLESALE INC	07909	1091584	6/18/2020	71015	4/30/2020	HOME LINE, RECEPT 2P FOR PW MAINT.	29.25	**96.49**
R	QUINN COMPANY	03059	1091585	6/18/2020	PC810859898	8/2/2019	CONCRETE BACKHOE RIM REPLACEMENT - PW MAINT.	299.71	
R	QUINN COMPANY	03059	1091586	6/18/2020	PC810886611	5/27/2020	SWITCH AS-R FOR PW UTIL.	34.15	**333.86**
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1091587	6/18/2020	22338	4/30/2020	REPAIRS AT SENIOR CTR - PW MAINT.	299.50	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1091587	6/18/2020	22331	4/30/2020	REPAIR WORK AT COMM CTR - PW MAINT.	341.00	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1091587	6/18/2020	22339	4/30/2020	REPAIRS AT THE HISTORICAL MUSEUM - PW MAINT.	382.50	
R	R&S OVERHEAD DOORS OF COMMERCE	12065	1091722	6/25/2020	22408	5/28/2020	INSTALLATION SVCS FOR GATES/DOORS - PW MAINT.	1,143.00	**2,166.00**
R	RAMIREZ	13263	1091424	6/11/2020	06.02.20	6/2/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	RAMIREZ ALL ELECTRICAL INC	10236	1091588	6/18/2020	4844	4/20/2020	NEW 5KVA 1 - TRANSFORMER ON PALLET FOR PW UTIL.	467.50	**467.50**
R	READYREFRESH BY NESTLE	10242	1091723	6/25/2020	10F0027960095	6/20/2020	05.19.20 - 06.18.20 WATER SVCS FOR PARKS/REC DIV.	125.77	**125.77**
R	RED WING BUSINESS ADVANTAGE	11690	1091724	6/25/2020	995-1-15739	10/21/2019	WORK BOOTS FOR ROBERT HUMBLE - PW MAINT DIV.	167.50	
R	RED WING BUSINESS ADVANTAGE	11690	1091724	6/25/2020	995-1-24575	5/7/2020	WORK BOOTS FOR ARMANDO ROBLES - PW MAINT DIV.	197.09	
R	RED WING BUSINESS ADVANTAGE	11690	1091724	6/25/2020	995-1-18661	12/19/2019	WORK BOOTS FOR ARMANDO ROBLES - PW MAINT DIV.	98.53	
R	RED WING BUSINESS ADVANTAGE	11690	1091724	6/25/2020	995-1-24679	5/11/2020	WORK BOOTS FOR TIM RITTER - PW MAINT DIV.	177.37	
R	RED WING BUSINESS ADVANTAGE	11690	1091724	6/25/2020	995-1-24467	5/4/2020	CREDIT ON ACCT FOR RETURNED ITEMS - PW MAINT	(177.37)	
R	RED WING BUSINESS ADVANTAGE	11690	1091724	6/25/2020	995-1-24466	5/4/2020	WORK BOOTS FOR TIM RITTER - PW MAINT DIV.	177.37	**640.49**
R	REDFERN & ASSOCIATES	13048	1091725	6/25/2020	1	5/7/2020	CITY OF EL MONTE CONTRACT FOR RFP REVISION AND ASSOCIATED	23,000.00	**23,000.00**
R	REGENCY MANAGEMENT INC	13278	1091589	6/18/2020	RNTL ASSIST	6/11/2020	RENTAL ASSISTANCE FOR CHRISTIAN SANTAMARIA 3623 GILMAN RD	1,200.00	**1,200.00**
R	REGENCY MANAGEMENT INC	13302	1091726	6/25/2020	RNTL ASSIST	6/4/2020	RENTAL ASSISTANCE FOR ZENIA ARIAS 10060 VALLEY BLVD APT 9 - E	1,200.00	
R	REGENCY MANAGEMENT INC	13302	1091727	6/25/2020	RNTL ASSIST	6/22/2020	RENTAL ASSISTANCE FOR MATTHEW BELTRAN 12032 FERRIS RD APT	1,200.00	**2,400.00**
R	REQUEST CHEMICAL & SAFETY	08071	1091590	6/18/2020	1236	5/19/2020	HAND SANITIZER, DISINFECTANT WIPES - PW	1,978.15	
R	REQUEST CHEMICAL & SAFETY	08071	1091728	6/25/2020	1154	10/29/2019	N-DEX NIGHT HAWK BOX FOR PW UTIL.	521.14	**2,499.29**
R	REYES	13220	1091425	6/11/2020	05.28.20	5/28/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	REZEK ENGINEERING	13032	1091591	6/18/2020	0024635-IN	2/24/2020	BALLOON LIGHTING SYSTEM FOR PD CHECKPOINT	4,898.88	**4,898.88**
R	RHP PROPERTIES	13298	1091729	6/25/2020	RNTL ASSIST	6/17/2020	RENTAL ASSISTANCE FOR GABRIELA RINCON 12700 ELLIOTT AVE APT	1,200.00	**1,200.00**
R	RICOH USA INC	08128	1091592	6/18/2020	5059680666	6/1/2020	06/01/20 - 06/30/20 CITYWIDE COPIER LEASE	3,257.90	**3,257.90**
R	ROADLINE PRODUCTS INC USA	03140	1091593	6/18/2020	15675	5/5/2020	7"X7"X14" STEEL BASE FOR 2 1/4" STB FOR PW	3,701.40	**3,701.40**

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	RODRIGUEZ	13267	1091426	6/11/2020	P/E:03/31/20	6/10/2020	REPLACE PAYROLL CK #215223 LOST IN MAIL, STOP PYMT PROCESSE	398.16	**398.16**
R	RRM DESIGN GROUP	09004	1091594	6/18/2020	0518-00-0420	5/15/2020	ON-CALL ARCHITECTURAL AND LANDSCAPE REVIEW - ECON DEV	2,490.00	
R	RRM DESIGN GROUP	09004	1091594	6/18/2020	0518-00-0320	4/10/2020	ON-CALL ARCHITECTURAL AND LANDSCAPE REVIEW - ECON DEV	2,485.00	**4,975.00**
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091595	6/18/2020	I006187	5/31/2020	MAY 2020 PRJ: FY18-19 SB 341 REPORT - ECON DEV	3,065.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091595	6/18/2020	I006185	5/31/2020	MAY 2020 PROPERTY DISPOSITION - ECON DEV	4,825.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091595	6/18/2020	I006184	5/31/2020	MAY 2020 PRIOR PERIOD ADJUSTMENT - ECON DEV	360.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091595	6/18/2020	I006196	5/31/2020	MAY 2020 TIF STUDY TASK 3 - TAX INCREMENT ANALYSIS - PLANNIN	9,630.86	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091595	6/18/2020	I006195	5/31/2020	MAY 2020 TIF STUDY TASK 2 - BOUNDARIES & INITIAL SCREENING CI	492.50	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091595	6/18/2020	I005839	2/29/2020	PRJ: CONTINUING DISCLOSURE FIXED FEE - CONTRACT BALANCE (EC	6,400.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091595	6/18/2020	I006186	5/31/2020	MAY 2020 PRJ: 10.31.19 FAIR RETURN PETITION - ECON DEV	457.50	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091730	6/25/2020	I005896	2/29/2020	FEB 2020 PRJ: 10.31.19 FAIR RETURN PETITION - ECON DEV	867.50	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091730	6/25/2020	I005903	2/29/2020	FEB 2020 PRJ: FY18-19 SB 341 REPORT - ECON DEV	2,062.50	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091730	6/25/2020	I005877	2/29/2020	FEB 2020 TIF STUDY PROJ MGMT - PLANNING	58.75	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091730	6/25/2020	I005875	2/29/2020	FEB 2020 TIF STUDY TASK 2 - BOUNDARIES & INITIAL SCREENING CR	6,011.44	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091730	6/25/2020	I005876	2/29/2020	JAN 2020 TIF STUDY TASK 3 - TAX INCREMENT ANALYSIS - PLANNINC	125.00	
R	RSG, INC. (ROSENOW SPEVACEK	03158	1091730	6/25/2020	I005874	2/29/2020	FEB 2020 PRJ: FY 2019-20 SUCCESSOR AGENCY SRVCS - ECON DEV	585.00	**34,941.05**
R	RUDNICK JR	03324	1091731	6/25/2020	6.9.20	6/11/2020	REIMB ON-LINE TRNG FOR CA-NV SECTION, AWWA CA MEMBERS - \	229.00	**229.00**
R	RUIZ	03325	1091732	6/25/2020	JUL 2016	8/23/2016	REPLACE CK #1061165 P.O.S.T. SETTLEMENT FOR JUL 2016	58.65	
R	RUIZ	03325	1091732	6/25/2020	11.20-24.15	9/29/2015	REPLACE CK #1054249 REIMB MEALS FOR TRNG: SAN FRANCISCO (P	140.00	
R	RUIZ	03325	1091732	6/25/2020	AUG 2016	9/29/2016	REPLACE CK #1061901 P.O.S.T. SETTLEMENT FOR AUG 2016	96.43	
R	RUIZ	03325	1091732	6/25/2020	11.18-22.16	10/27/2016	REPLACE CK #1062391 REIMB PER DIEM: CNOA IN SAN DIEGO	175.00	**470.08**
R	S & J SUPPLY COMPANY, INC.	12910	1091427	6/11/2020	S100153553.001	5/5/2020	SUPPLIES FOR THE PW UTIL DIV.	2,854.51	
R	S & J SUPPLY COMPANY, INC.	12910	1091427	6/11/2020	S100151385.004	4/27/2020	SUPPLIES FOR THE PW UTIL DIV.	537.30	
R	S & J SUPPLY COMPANY, INC.	12910	1091427	6/11/2020	S100152707.003	4/27/2020	SUPPLIES FOR THE PW UTIL DIV.	1,017.50	**4,409.31**
R	SALEH	13259	1091428	6/11/2020	05.28.20	5/28/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	SAM'S CLUB DIRECT	03365	1091429	6/11/2020	9741	6/4/2020	SUPPLIES FOR CMO OFFICE SUPPLIES	202.06	
R	SAM'S CLUB DIRECT	03362	1091596	6/18/2020	7966	5/28/2020	ELDERLY NUTRITION PROGRAM GEN. SUPPLIES	412.83	
R	SAM'S CLUB DIRECT	03365	1091733	6/25/2020	3961	6/22/2020	SUPPLIES FOR CMO	165.60	**780.49**
R	SAN LUIS AUTO GLASS	06652	1091431	6/11/2020	0758	4/29/2020	PW-32 FLAT GLASS FOR PW MAINT.	265.00	**265.00**
R	SC FUELS	10059	1091432	6/11/2020	0242670	5/15/2020	PD FUEL (05/01/20 - 05/15/20)	8,236.40	
R	SC FUELS	10059	1091432	6/11/2020	0248261	5/31/2020	PD FUEL (05/15/20 - 05/31/20)	8,549.89	
R	SC FUELS	10059	1091598	6/18/2020	0248405	5/31/2020	SR CTR FUEL (05/16/20 - 05/31/20)	68.70	
R	SC FUELS	10059	1091599	6/18/2020	0231400	4/15/2020	PUB WKS FUEL (04/01/20-04/15/20)	4,833.31	
R	SC FUELS	10059	1091599	6/18/2020	0225773	3/31/2020	PUB WKS FUEL (03/15/20-03/31/20)	5,670.97	
R	SC FUELS	10059	1091599	6/18/2020	0242695	5/15/2020	TRANSPORTATION DIV FUEL (05/01/20- 05/15/20)	731.58	
R	SC FUELS	10059	1091599	6/18/2020	0237173	4/30/2020	PUB WKS FUEL (04/16/20-04/30//20)	4,512.86	
R	SC FUELS	10059	1091599	6/18/2020	0248588	5/31/2020	PUB WKS FUEL (05/15/20-05/31/20)	4,873.51	
R	SC FUELS	10059	1091599	6/18/2020	0248589	5/31/2020	NEIGHBORHOOD SVCS FUEL (05/15/20 - 05/31/20)	139.61	
R	SC FUELS	10059	1091736	6/25/2020	0254413	6/15/2020	PD FUEL (06/01/20 -06/15/20)	9,223.51	
R	SC FUELS	10059	1091736	6/25/2020	0248473	5/31/2020	TRANSPORTATION DIV FUEL (05/15/20- 05/31/20)	472.29	
R	SC FUELS	10059	1091736	6/25/2020	0254456	6/15/2020	NEIGHBORHOOD SVCS FUEL (06/01/20 - 06/15/20)	156.15	**47,468.78**
R	SCOTTY'S BRAKE & MUFFLER	03433	1091433	6/11/2020	006724	4/28/2020	PW-62 WHEEL ALIGNMENT - PW MAINT.	65.00	
R	SCOTTY'S BRAKE & MUFFLER	03433	1091433	6/11/2020	006771	5/5/2020	PW-30 WHEEL ALIGNMENT - PW MAINT.	50.00	**115.00**
R	SERVIN	03449	1091737	6/25/2020	7.10.20	6/16/2020	REIMB DEPOSIT PYMT FOR ULTIMATE OUTDOOR MOVIE RNTL 7/10/	2,932.49	
R	SERVIN	03449	1091738	6/25/2020	3.15.18	3/19/2018	REPLACE CK #1072997 REIMB PARKING FOR CPRS CONF ON 3/15/18	15.00	**2,947.49**
R	SHRED-IT	12563	1091600	6/18/2020	8129809443	5/22/2020	04/23/20 ON-SITE SHREDDING SERVICES FOR TREASURY DIV.	53.50	
R	SHRED-IT	12563	1091739	6/25/2020	8129976190	6/22/2020	05/21/20 ON-SITE SHREDDING SERVICES FOR TREASURY DIV.	53.50	**107.00**

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R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1091601	6/18/2020	98632784-001	4/15/2020	BACK PACK WEED SPRAYER FOR MEDIANS - PWMD	207.12	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1091601	6/18/2020	99370918-001	5/7/2020	DYE FOR HERBICIDES FOR MEDIAN AND PARKS - PWMD	282.51	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1091601	6/18/2020	98862878-001	4/23/2020	IRRIGATION PARTS FOR MEDIANS - PWMD	196.46	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1091740	6/25/2020	98292891-001	4/3/2020	ROTOR 6IN RISER WITH CHECK VALVE - PW	928.17	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1091740	6/25/2020	98625339-001	4/15/2020	IRRIGATION SUPPLIES FOR PW MAINT.	364.35	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1091740	6/25/2020	98798057-001	4/21/2020	IRRIGATION SUPPLIES FOR PW MAINT.	2,981.46	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1091740	6/25/2020	98553454-001	4/13/2020	IRRIGATION SUPPLIES FOR PW MAINT.	498.51	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1091741	6/25/2020	99523865-001	5/12/2020	IRRIGATION PARTS AND SUPPLIES - PW MAINT.	6,784.74	
R	SITEONE LANDSCAPE SUPPLY, LLC	11586	1091741	6/25/2020	99523865-002	6/4/2020	IRRIGATION SUPPLIES FOR PW MAINT.	207.86	**12,451.18**
R	SMART & FINAL	11740	1091434	6/11/2020	040675	6/2/2020	CUPS, LAPACO 12IN DOILLE, LOL MINI MOO CRMR FOR CMO	38.90	
R	SMART & FINAL	11740	1091434	6/11/2020	042412	6/8/2020	COKE CLASSIC, ORG CINNAMON GRND - CMO	15.75	
R	SMART & FINAL	03484	1091435	6/11/2020	048715	5/26/2020	CRAFT GOODIE BAG SUPPLIES - PARKS/REC DIV.	197.85	
R	SMART & FINAL	03487	1091436	6/11/2020	046649	5/20/2020	REUSABLE BAGS, FRZR BAGS FOR PARKS/REC DIV.	447.48	
R	SMART & FINAL	03487	1091436	6/11/2020	046270	5/19/2020	COVID 19 SUPPLIES FOR PARKS/REC DIV.	90.93	
R	SMART & FINAL	03487	1091436	6/11/2020	046367	5/20/2020	REUSABLE BAGS FOR PARKS/REC DIV.	175.15	
R	SMART & FINAL	03484	1091602	6/18/2020	042875	6/9/2020	BAGGIES FOR PARKS/REC DIV.	4.94	
R	SMART & FINAL	03484	1091602	6/18/2020	042555	4/7/2020	CRAFT GOODIE BAG SUPPLIES - PARKS/REC. DIV.	131.89	
R	SMART & FINAL	03484	1091602	6/18/2020	026345	6/8/2020	SUPPLIES FOR DRIVE -IN MOVIE EVENT - PARKS/REC. DIV.	343.46	
R	SMART & FINAL	11740	1091742	6/25/2020	029037	6/22/2020	VAN NUT K CUP, KONA BLEND K CUP - CMO	13.98	**1,460.33**
R	SOUTH COAST AQMD	03512	1091437	6/11/2020	3643833	5/1/2020	AQMD FEE - JULY 2019 THROUGH JUNE 2020	137.63	
R	SOUTH COAST AQMD	03512	1091438	6/11/2020	3637687	4/16/2020	AQMD FEE- JULY 2019 THROUGH UNE 2020 - PW MAINT DIV.	137.63	
R	SOUTH COAST AQMD	03512	1091438	6/11/2020	3609162	3/17/2020	PRORATED - FY17/18 BOILER HOTWATER HEATER FOR PW MAINT.	440.00	
R	SOUTH COAST AQMD	03512	1091438	6/11/2020	3616647	4/1/2020	FLAT FEE FOR LAST FISCAL YEAR EMISSIONS - PW MAINT DIV.	136.40	
R	SOUTH COAST AQMD	03512	1091438	6/11/2020	3636997	4/16/2020	AQMD FEE - JULY 2019 THROUGH JUNE 2020 - PW MAINT.	137.63	
R	SOUTH COAST AQMD	03512	1091438	6/11/2020	3614717	4/1/2020	ICE (>500 HP) EM ELEC GEN DIESEL - PW MAINT.	421.02	**1,410.31**
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2004-054755	4/16/2020	GRATE FOR PW MAINT.	231.61	
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2004-058114	4/23/2020	GREY PVC ELECTRICAL CONDUIT W/COUPLING - PW MAINT.	89.10	
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2004-059692	4/27/2020	SCOOP RECRUSHED FOR PW MAINT.	281.05	
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2005-068545	5/12/2020	ALUM SPRAY PAINT FOR PW MAINT.	99.90	
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2004-051995	4/7/2020	SLEDGE HAMMER HANDLE, ASPHALT PATCH - PW MAINT.	1,436.08	
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2004-060063	4/28/2020	GREY PVC ELECTRICAL CONDUIT W/COUPLING - PW MAINT.	150.10	
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2004-052300	4/9/2020	WEDGE ANCHOR FOR PW MIANT.	41.80	
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2004-054473	4/16/2020	BORREGO ANTIQUE COBBLE - PW MAINT.	2,996.36	
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2004-059648	4/27/2020	SCOOP RECRUSHED FOR PW MAINT.	200.75	
R	SOUTHEAST CONST PRODUCTS	03516	1091603	6/18/2020	2004-059665	4/27/2020	SCOOP RECRUSHED FOR PW	80.30	**5,607.05**
R	SOUTHERN CALIFORNIA GAS CO	03527	1091745	6/25/2020	05.01-06.01.20	6/5/2020	AC#096-1765242 6 (05.01.20-06.01.20) FUEL FOR TRANSP.	7,069.25	**7,069.25**
R	SOUTHWEST SCHOOL & OFFICE	03540	1091607	6/18/2020	PINV0713994	6/10/2020	MASKING TAPE, BAND-AID, CONSTRUCTION PAPER, FIRST-AID COLD	768.75	**768.75**
R	SPOHN RANCH, INC.	13099	1091746	6/25/2020	EM002	5/28/2020	SKATEPARK IMPRVMTS GIBSON MARIPOSA PARK - P&R	93,752.18	**93,752.18**
R	SSD SYSTEMS	08999	1091608	6/18/2020	S-01022553	5/4/2020	5-YR SPRINKLER INSPECTION FOR SENIOR CTR - PW MIANT.	332.18	
R	SSD SYSTEMS	08999	1091608	6/18/2020	S-01022695	5/5/2020	REPOSITIONED CAMARA - PW MAINT.	169.00	
R	SSD SYSTEMS	08999	1091608	6/18/2020	S-01023781	5/18/2020	FIRE SPRINKLER REPAIRS - PW MAINT.	412.26	
R	SSD SYSTEMS	08999	1091608	6/18/2020	S-01022495	5/4/2020	SITE INSPECTION AT SENIOR CTR - PW MAINT.	338.00	**1,251.44**
R	STANDING DESK NATION LLC	13265	1091442	6/11/2020	#SDN6552	4/21/2020	TREADMILL DESK - P&R	1,748.00	**1,748.00**
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935025	5/30/2020	TONER, REMAN HP 305A CMY TNR, COPY PPR, WATER, COFFEE CRE/	631.74	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934965	5/30/2020	UNIBAL GEL PENS, TAPE, CORR TAPE, BINDER CLIPS, RUBBER FINGEF	345.68	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934996	5/30/2020	ECMMY RECT CHRMAT, COPY PPR - ECON DEV	320.43	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935147	5/30/2020	HP HYBLK CMY CLR 4PK FOR PD	240.44	

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R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934920	5/30/2020	BROTHER TZE-2312PK, AAA/AA BATTERIES, BROTHER PT-D210 LABE	149.64	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935170	5/30/2020	GLUE STICK, AA BATTERIES, LTR 5MIL POUCH - PW	108.23	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934962	5/30/2020	8.5X11 30% REC COPY CS - ENGINEERING DIV.	94.18	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935013	5/30/2020	PWR STRIP, TAPE W/GUN, PCKG TAPE FOR ECON DEV	70.31	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935062	5/30/2020	FOAM CUPS, 1PLY WHT HWT 350FT/RL - PD	64.42	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935153	5/30/2020	TRICOLOR INK CART - PW	39.09	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935001	5/30/2020	WHT PPR FOR SKETCHIN - PLANNING DIV.	28.80	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934964	5/30/2020	DESK SUPPLIES ORGANIZER - FINC.	22.21	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935143	5/30/2020	STANLEY TAPE RULE FOR PD	11.76	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935052	5/30/2020	VIEW BINDER FOR PD	5.43	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934997	5/30/2020	CREDIT ON ACCT FOR RETURNED ITEM - HR	(149.59)	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934939	5/30/2020	SHARPIE, FAUXLTR FLEXIBLK, PILOT PENS, 1X2 5/8 LSR/IJ LBL, GEL PE	1,124.21	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934985	5/30/2020	WALL CLCK, PROT CLIP ON MIRROR, BROTHER 12MM BKWHT, TONE	360.31	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934980	5/30/2020	COPY PPR, 3HOLE CPY - FINC.	334.52	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935149	5/30/2020	WATER, DOORSTOP, BATTERIES, EXAM GLOVES FOR PD	252.82	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935196	5/30/2020	BLK TONER, EXP FILE JKT ASST, FLDR LTR ASST 6 - PW	159.87	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935074	5/30/2020	BROTHER TAPE, WATER, TWL, KCUP FOLGRS, COFFEE CREAMER - PD	126.07	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935151	5/30/2020	EXAM GLOVES FOR PD	94.45	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935116	5/30/2020	TONER, PENS, PENCIL CUP MESH, CENTON DATASTICK PRO MULTI-P	558.65	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934947	5/30/2020	ECON STOR BOX, AA/AAA BATTERY, WIRELSS COMFORT DESKTOP, M	340.78	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935064	5/30/2020	COPY PPR, RECYCLED STOR/FILE LTR /LGL - PD	288.90	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935086	5/30/2020	CD-R SPINDLE, CD/DVD SLEEVE, PINE SOL, TWL, STICKIES, STAPLES, F	192.30	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935016	5/30/2020	CW 2PLY RECY BATH 550SHT/RL - PD	129.05	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935160	5/30/2020	DUSTER, POST ITS, BINDERCLIPS, ONE COLOR TITLE, BOX FILE LTR/LG	100.62	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935137	5/30/2020	CREDIT ON ACCT FOR RET. CENTON DATASTICK, SURGE BLK, TONER,	(337.06)	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935148	5/30/2020	HP O5A BLK TONER CART - PD	84.21	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934923	5/30/2020	POST ITS, STENO PADS FOR CODE ENF.	66.30	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935177	5/30/2020	LAM PCHS 3MIL 100/PK - PW	60.27	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935004	5/30/2020	STICKIES, FLGS W/DISP, WORD DATED 2 COLOR SELF INKING - PLANI	35.61	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934937	5/30/2020	11.5X14.50 ENV- BRWNKFT-100 - CMO	25.18	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935012	5/30/2020	ERGOPRNE GEL MOUSE PD BLK - PLNNG	14.00	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935125	5/30/2020	APC SURGEARREST PE 63 - PD	8.99	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934922	5/30/2020	CREDIT ON ACCT FOR RETURNED ITEM - ECON DEV DIV.	(43.99)	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935180	5/30/2020	LAPTOP SLIM BRIEF CASE, ELECTRONIC DUSTER FOR PW	71.04	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935168	5/30/2020	JACKET POLY 1IN EXP LTR ASST, POUCH 3MIL LEGAL - PW	65.64	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934927	5/30/2020	HP 63 TRICOLOR INK CARTRIDGE FOR CITY CLKS	50.73	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934978	5/30/2020	BRIGHTS 8.5X11 YLW, LT YEL FOR FINC.	29.52	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935188	5/30/2020	HP 962 YELLOW INK - PW	23.97	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934933	5/30/2020	CATALOG 10X13 28LB MAN-100 - CITY CLRKS	13.81	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935011	5/30/2020	DIAL COMPLETE HAND WASH - PLANNING DIV.	7.13	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935050	5/30/2020	CREDIT ON ACCT FOR RETURNED ITEMS - PD	(73.91)	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935127	5/30/2020	CENTON DATASTICK, SURGE BLK, TONER, COPY PPR, PENCIL CUP, PE	565.48	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934915	5/30/2020	BROTHER DCPL5600DN - ANIMAL CONTROL	344.30	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935059	5/30/2020	APC SURGEARREST, WATER, FOAM SOAP, DISH LIQ., TWLS, CW HD 2	289.89	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935049	5/30/2020	CARDER CHAIR FOR PD	204.66	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935192	5/30/2020	LACIE 4TB EXTERNAL HARD DRIVE - PW	145.19	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935181	5/30/2020	BINDER, BLCK INK, CYAN, MAGENTA INK FOR PW	107.71	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935145	5/30/2020	WATER, KCUP JAVA ROAST DCAF, INSULATED UCPS, PPR PLATES - PI	91.30	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935002	5/30/2020	WITE OUT, STAMP, EXP LGL POCKETS - PLANNING DIV.	68.08	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934994	5/30/2020	CHROMED CLEO COATSTND - ECON DEV.	60.82	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935158	5/30/2020	BLK INK CART - PW	37.63	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934976	5/30/2020	OIL, SHRDDR, HIGH SCRTY, 12OZ - FINC.	27.45	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935009	5/30/2020	POST ITS FOR PLANNING DIV.	16.35	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447935144	5/30/2020	AVY LSR LABL 1UP 25 FULL SHT FOR PD	11.41	
R	STAPLES BUSINESS ADVANTAGE	04277	1091611	6/18/2020	3447934925	5/30/2020	#1 PAPERCLIP 100PK FASH FOR ECON DEV.	4.00	**8,121.03**
R	STAR TIRE CENTER INC	03571	1091443	6/11/2020	03571	5/27/2020	TIRE ALIGNMENT FOR PD VEH.	175.00	**175.00**
R	STATEWIDE TRAFFIC SAFETY	09804	1091612	6/18/2020	02021513	4/29/2020	METRO PARKING SIGN - PWMD	280.51	
R	STATEWIDE TRAFFIC SAFETY	09804	1091612	6/18/2020	02021462	4/23/2020	CONES & DELINEATOR BASE & POST - PWMD	6,241.13	**6,521.64**
R	SULZER ELECTO-MECH. SVCS. INC.	12509	1091747	6/25/2020	si09900	2/18/2020	CONTROLFIELD SVC LABOR, H MATER, MOUNT FOR PW UTIL.	2,596.21	**2,596.21**
R	SUNBELT RENTALS INC	03609	1091613	6/18/2020	100086114-0001	4/1/2020	AUGER RENTAL FOR MT VIEW PARK - PWMD	216.12	
R	SUNBELT RENTALS INC	03609	1091614	6/18/2020	100590965-0001	5/4/2020	DIESEL GENERATOR FOR PW MAINT.	2,351.52	**2,567.64**
R	SUPER UNIQUE AUTO REPAIR	12311	1091615	6/18/2020	16882	6/3/2020	REPAIRS TO PD VEH UNIT #420	190.00	
R	SUPER UNIQUE AUTO REPAIR	12311	1091615	6/18/2020	16883	6/3/2020	REPAIRS TO PD VEH UNIT #213	2,059.50	
R	SUPER UNIQUE AUTO REPAIR	12311	1091615	6/18/2020	16893	6/4/2020	REPAIRS TO PD VEH UNIT #423	237.50	
R	SUPER UNIQUE AUTO REPAIR	12311	1091615	6/18/2020	16895	6/4/2020	REPAIRS TO PD VEH UNIT #418	285.00	**2,772.00**
R	T&B PLANNING, INC.	12881	1091616	6/18/2020	20-6733	6/4/2020	02.01-04.30.20 PROF SVCS RENDERED - PLANNING DIV.	10,690.00	**10,690.00**
R	T-MOBILE	03624	1091448	6/11/2020	4.21-5.20.20	5/21/2020	ACCT#951296420 (04/21/20 - 05/20/20) ECON DEV	100.87	**100.87**
R	TAMASHIRO	05161	1091444	6/11/2020	05.28.20	5/28/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	TED JOHNSON PROPANE	10543	1091445	6/11/2020	134158	5/1/2020	PROPANE FOR PW MAINT DIV.	20.00	
R	TED JOHNSON PROPANE	10543	1091446	6/11/2020	137234	5/20/2020	PROPANE FOR PW MAINT DIV.	201.08	**221.08**
R	TEMPORARY KITCHENS 123, INC.	12323	1091748	6/25/2020	1270	4/15/2020	32F: INTERIOR AREA 80 SQ FT. INT. VOL. 558 CU FT. VOL 558 - PW M	6,980.00	**6,980.00**
R	TERRA REALTY ADVISORS INC	10703	1091617	6/18/2020	202003-13729	3/1/2020	FEB 2020 PROF. SVCS RE: DA PROPOSAL, OUTDOOR ADVRTSNG, RID	5,719.30	
R	TERRA REALTY ADVISORS INC	10703	1091617	6/18/2020	201912-13660	12/1/2019	NOV 2019 PROF. SVCS RE: FLETCHER PARK, CITY SIGN FLAIR SITE - EC	4,367.04	
R	TERRA REALTY ADVISORS INC	10703	1091617	6/18/2020	202006-13780	6/1/2020	MAY 2020 PROF. SVCS RE: REGENCY SIGN UPDATE, RIDDLE SIGN - EC	5,492.08	
R	TERRA REALTY ADVISORS INC	10703	1091617	6/18/2020	202001-13682	1/1/2020	DEC 2019 PROF. SVCS RE: REDDLE PROPERTY & SIGN - ECON DEV	4,014.16	
R	TERRA REALTY ADVISORS INC	10703	1091617	6/18/2020	202005-13770	5/2/2020	APR 2020 PROF. SVCS RE: RIDDLE & ROSS SIGN - ECON DEV	4,402.07	
R	TERRA REALTY ADVISORS INC	10703	1091617	6/18/2020	202002-13708	2/1/2020	JAN 2020 PROF. SVCS RE: MTG WITH MAYOR, ROSS SIGN, RIDDLE SI	5,250.57	
R	TERRA REALTY ADVISORS INC	10703	1091617	6/18/2020	202004-13750	4/1/2020	MAR 2020 PROF. SVCS RE: SIGN MATTERS - ECON DEV	2,378.66	**31,623.88**
R	THE DELI BOX	09303	1091618	6/18/2020	060320	6/4/2020	HOT MEAL SERVICE - PARKS/REC DIV.	1,437.50	**1,437.50**
R	THE HOT IRON CO., INC	13295	1091749	6/25/2020	6.17.20	6/17/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	THE WORKSHOP	03914	1091447	6/11/2020	67404	6/5/2020	BUSINESS CARDS FOR AMBER SERVIN - P&R	38.50	**38.50**
R	THOMAS	06701	1091621	6/18/2020	JUL 2020	6/17/2020	JUL 2020 SPOUSAL RETIREE MEDICARE REIMBURSEMENT	462.70	**462.70**
R	THOMSON REUTERS - WEST PAYMENT	12844	1091622	6/18/2020	842399932	6/1/2020	MAY 2020 WEST INFORMATION CHARGES - PD	695.10	
R	THOMSON REUTERS - WEST PAYMENT	03872	1091623	6/18/2020	842328698	5/4/2020	04/05/20-05/04/20 SUBSCRIPTION PRODUCT CHARGES - CITY ATTY	1,562.00	**2,257.10**
R	TIME WARNER CABLE	03671	1091750	6/25/2020	0016703061620	6/16/2020	ACCT#8448 20 899 0016703 CITYWIDE CABLE TV & INTERNET SRVC	1,414.27	**1,414.27**
R	TLC ANIMAL REMOVAL SERVICES	13238	1091624	6/18/2020	0000422	6/9/2020	MAY 2020 ANIMAL REMOVAL AND DISPOSAL - ANIMAL CONTROL	1,000.00	**1,000.00**
R	TOM'S CLOTHING & UNIFORMS INC	03682	1091625	6/18/2020	16574	5/27/2020	TACT SQUAD DN - NEIGHBORHOOD SVCS DIV.	60.23	
R	TOM'S CLOTHING & UNIFORMS INC	03682	1091625	6/18/2020	16575	5/27/2020	PANTS, BELT FOR NEIGHBORHOOD SVCS DIV.	304.66	**364.89**
R	TOWNSEND PUBLIC AFFAIRS INC	09921	1091626	6/18/2020	15676	3/1/2020	MAR 2020 - LOBBYING & LEGISLATIVE CONSULTING SVCS FOR CMO	4,500.00	**4,500.00**
R	TRAINING INNOVATIONS INC	03694	1091627	6/18/2020	20-42	5/1/2020	TMS SOFTWARE SUPPORT SUBSCRIPTION FOR 07/01/20 - 06/30/21	750.00	**750.00**
R	TRENT J KANEMAKI, DDS INC	09457	1091449	6/11/2020	05.28.20	5/28/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	10,000.00	**10,000.00**
R	U.S. BANK INSTITUTIONAL TRUST	08004	1091450	6/11/2020	AE-EXS00B 07.01.20	5/19/2020	PUB. AGY RET. SVCS EXCESS BEN PLAN 07/01/2020	32,203.00	**32,203.00**
R	UC REGENTS	03753	1091751	6/25/2020	8.17-9.23.20	6/18/2020	CALIF TRAFFIC ENGINEERING LIC EXAM REVIEW COURSE: YURHI CHC	2,400.00	**2,400.00**
R	ULINE	03729	1091451	6/11/2020	119964777	5/13/2020	ZIPPERED OFFICE PANEL FOR PW MAINT.	1,858.66	

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R	ULINE	03729	1091451	6/11/2020	118973994	4/15/2020	TEMPERED VALVE FOR EYEWASH STN - PW MAINT.	1,236.71	
R	ULINE	03729	1091628	6/18/2020	37737533	6/3/2020	T SHIRTS, PALLET TRUCK DELUXE, NITRILE GLOVES FOR PARKS/REC D	3,666.34	**6,761.71**
R	ULTIMATE OUTDOOR MOVIES LLC	13188	1091452	6/11/2020	6527717	5/27/2020	ULTIMATE OUTDOOR MOVIE EVENT - PARKS/REC DIV.	2,597.07	**2,597.07**
R	UNIVAR USA INC.	07113	1091630	6/18/2020	48589285	5/15/2020	SOD HYPO 12.5% LIQUICHLOR FOR PW	1,252.77	**1,252.77**
R	VALLEY VISTA SERVICES INC	03784	1091752	6/25/2020	4024878	6/1/2020	06/01/20 - 06/30/20 CLEAN-UP 5X-WEEK POWER WASHING SVC - PV	2,000.00	**2,000.00**
R	VARGAS	13288	1091632	6/18/2020	RNTL ASSIST	6/16/2020	RENTAL ASSISTANCE FOR MARCOS VARGAS 4848 BANNISTER AVE - I	1,200.00	**1,200.00**
R	VERIZON WIRELESS	07329	1091753	6/25/2020	9856752495	6/15/2020	AC#772108629-00001 (05/16/20 - 06/15/20)	1,812.93	
R	VERIZON WIRELESS	13210	1091754	6/25/2020	9855776750	6/1/2020	ACCT#842337655-00001 05.02-06.01.20 - PW	200.02	
R	VERIZON WIRELESS	13210	1091754	6/25/2020	9853729576	5/1/2020	ACCT#842337655-00001 04.02-05.01.20 - PW	203.37	**2,216.32**
R	VET NATIONAL INC.	13177	1091755	6/25/2020	00306	4/30/2020	PORTABLE AIR COND - PARKS/REC DIV.	29,991.50	**29,991.50**
R	VO, NHUNG L	13261	1091453	6/11/2020	05.28.20	5/28/2020	AWARD FOR BUSINESS GRANT IN RESPONSE TO COVID-19 PANDEMI	9,189.26	**9,189.26**
R	VOLUNTEERS OF AMERICA	08233	1091633	6/18/2020	FEB 2020	4/3/2020	FEB 2020 ESG RAPID RE-HOUSING PRG - HOUSING	35,930.60	
R	VOLUNTEERS OF AMERICA	08233	1091633	6/18/2020	FEB 2020	4/3/2020	FEB 2020 ESG HOMELESS PREVENTION PROGRAM - HOUSING	578.31	
R	VOLUNTEERS OF AMERICA	08233	1091633	6/18/2020	FEB 2020	4/3/2020	FEB 2020 ESG STREET OUTREACH PROGRAM - HOUSING	6,507.59	
R	VOLUNTEERS OF AMERICA	08233	1091756	6/25/2020	MAR 2020	5/26/2020	MAR 2020 ESG STREET OUTREACH PROGRAM - HOUSING	7,135.63	
R	VOLUNTEERS OF AMERICA	08233	1091756	6/25/2020	MAR 2020	5/26/2020	MAR 2020 ESG RAPID RE-HOUSING PRG - HOUSING	19,742.49	
R	VOLUNTEERS OF AMERICA	08233	1091756	6/25/2020	MAR 2020	5/26/2020	MAR 2020 ESG HOMELESS PREVENTION PROGRAM - HOUSING	695.59	**70,590.21**
R	WALKER CONSULTANTS	13248	1091634	6/18/2020	37903200001	4/30/2020	SRVC THRU APR 2020 SMART PRKG DETECTION SYSTEM & SHARED F	6,270.00	
R	WALKER CONSULTANTS	13248	1091634	6/18/2020	37903200002	5/28/2020	SRVC THRU MAY 2020 SMART PRKG DETECTION SYSTEM & SHARED	41,173.20	**47,443.20**
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114518622.001	11/25/2019	PHI PL-T 42W/841/A/4P/ALTO, SPLICR/RED, CONN BLOCK FOR PW M	204.13	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114518622.002	11/26/2019	PHI 241695 PL-C 15MM/28W/27 40PK FOR PW MAINT.	53.57	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114774655.001	1/7/2020	VINYL BLK ELEC TAPE FOR PW MAINT.	4.65	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114377104.002	11/12/2019	AVD 71A5570001D 175W M57 MH BAL KIT, SCR-DRIVER - PW MAIN	567.91	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114235814.002	11/5/2019	PHI 313585 MH175/U/M MED BD17 12PK FOR PW MAINT.	65.24	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114377104.001	11/5/2019	KLE 635-1/4 1/4 NUT DRIVER FOR PW MAINT.	17.88	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114340204.001	11/5/2019	MAGTROL CDP2-A2P40A-220W 2 POLE DP CONT 40A 240V COIL FOF	146.93	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114972558.001	2/10/2020	FLUOR LAMP FOR PW MAINT.	19.91	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114615810.001	12/10/2019	SLIM GFCI W/WP, SGL GANG VERTICAL, DEEP W/DUPLEX AND GFCI I	200.44	
R	WALTERS WHOLESALE ELECTRIC CO.	06406	1091454	6/11/2020	S114666798.001	12/17/2019	MOGUL BASE BD17 12PK - PW MAINT.	40.19	**1,320.85**
R	WATERWORKS TECHNOLOGY, INC.	12899	1091455	6/11/2020	6636	5/4/2020	03/30-05/03/20 - ADMINISTRATIVE DUTIES FOR PW MAINT DIV.	4,730.00	
R	WATERWORKS TECHNOLOGY, INC.	12899	1091757	6/25/2020	6647	6/4/2020	MAY 2020 ADMINISTRATIVE DUTIES FOR PW MAINT DIV.	6,050.00	**10,780.00**
R	WELLS FARGO BANK	03857	1091758	6/25/2020	1856878	6/22/2020	AC#77330100 ADMIN CHRG 05/09/20 - 05/08/21 EL MONTE TTA RE	4,000.00	**4,000.00**
R	WEST COAST SAND & GRAVEL, INC.	13122	1091456	6/11/2020	245540	4/7/2020	SCREENED FILL SAND FOR PW MAINT.	329.41	**329.41**
R	WESTERN EXTERMINATOR COMPANY	05952	1091635	6/18/2020	8032572	4/30/2020	APR 2020 PEST CONTROL SRVCS - PWMD	790.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1091636	6/18/2020	9384871	4/30/2020	PEST CONTROL SERVICES FOR PW MAINT.	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1091636	6/18/2020	9684883	3/31/2020	PEST CONTROL SERVICES FOR PW MAINT.	400.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1091636	6/18/2020	9384873	4/30/2020	PEST CONTROL SERVICES FOR PW MAINT.	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1091636	6/18/2020	9684884	3/31/2020	PEST CONTROL SERVICES FOR PW MAINT.	2,050.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1091636	6/18/2020	9384872	4/30/2020	PEST CONTROL SERVICES FOR PW MAINT.	55.00	
R	WESTERN EXTERMINATOR COMPANY	05952	1091636	6/18/2020	9384870	4/30/2020	PEST CONTROL SERVICES FOR PW MAINT.	55.00	**3,460.00**
R	WEX BANK	12659	1091759	6/25/2020	65849051	6/6/2020	ACCT #0496-00-477733-0 SHELL FUEL 05/07/20 - 06/06/20 FOR PD	60.00	**60.00**
R	WHARY II	03312	1091457	6/11/2020	JUN-AUG 2020	6/9/2020	JUN-AUG 2020 RETIREE MEDICARE REIMBURSEMENT	433.80	**433.80**
R	WHECO CORPORATION	13016	1091637	6/18/2020	SFS19S00263A-2	4/20/2020	PW-66 FORD 1988 F-700 CRANE WINCH ASSEMBLY REPAIR - PW MA	2,893.21	**2,893.21**
R	WILLDAN ENGINEERING	03897	1091458	6/11/2020	619207	5/14/2020	PROF SVCS RENDERED THRU 05.01.20 (4223-4131 PECK AVE FINAL M	1,377.50	
R	WILLDAN ENGINEERING	03897	1091638	6/18/2020	00619059	4/20/2020	SURVEY / MAPPING SRVC THRU 04/03/20 (10150 LOWER AZUSA RD	320.00	
R	WILLDAN ENGINEERING	03897	1091639	6/18/2020	619153	4/28/2020	PROF SVCS RENDERED THRU 04.03.20 (PAVEMENT REHAB) - ENGINI	2,007.00	
R	WILLDAN ENGINEERING	03897	1091760	6/25/2020	332419	5/29/2020	PROF SVCS RENDERED THRU 05.01.20 FOR 10950 RAILROAD ST & 10	30.25	

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R	WILLDAN ENGINEERING	03897	1091760	6/25/2020	00332413	5/29/2020	PROF SVCS RENDERED THRU 05.01.20 10949 GARVEY AVE - ENGINEI	26.50	
R	WILLDAN ENGINEERING	03897	1091760	6/25/2020	332418	5/29/2020	PROF SVCS RENDERED THRU 05.01.20 FOR 4708 ARDEN DR	75.00	**3,836.25**
R	WILLDAN FINANCIAL SERVICES	04483	1091459	6/11/2020	010-44644	5/22/2020	SVCS THRU 05/01/20 (USER FEES & DEV. IMPACT FEE STUDY) - ENGI	1,200.00	
R	WILLDAN FINANCIAL SERVICES	04483	1091761	6/25/2020	010-44829	6/12/2020	USER FEES AND DEV. IMPACT FEE STUDY FOR THE CITY OF EL MONT	2,054.00	**3,254.00**
R	WILLIAMS SCOTSMAN INC	12310	1091640	6/18/2020	7728861	4/24/2020	04/24/20 - 05/23/20 12X48 MOBILE OFFICE FOR PD	496.28	
R	WILLIAMS SCOTSMAN INC	12310	1091640	6/18/2020	7809017	5/24/2020	05/24/20 - 06/23/20 12X48 MOBILE OFFICE FOR PD	503.72	**1,000.00**
R	WINNER INTERNATIONAL INC	03906	1091641	6/18/2020	137570	6/2/2020	BALLOON COL BASE, MYLAR, H. DUTY TBL CLOTH, HEL VALVE - P&R	420.46	
R	WINNER INTERNATIONAL INC	03906	1091641	6/18/2020	137567	6/2/2020	HELIUM, GLOW STICK, TABLE SKIRT, GARLANDS, FLAG BANNER - P&I	927.74	
R	WINNER INTERNATIONAL INC	03906	1091762	6/25/2020	138346	6/9/2020	DECORATION SUPPLIES FOR PARKS/REC DIV.	858.55	**2,206.75**
R	ZUMAR INDUSTRIES INC	03961	1091763	6/25/2020	88049	4/17/2020	SNS EL MONTE SPEC FOR PW MAINT.	685.43	
R	ZUMAR INDUSTRIES INC	03961	1091763	6/25/2020	87482	2/28/2020	12X18 TEMP NO PARKING SIGN FOR PW MAINT.	690.62	**1,376.05**
R	**Regular Vendor Total**								**8,054,337.49**
T	EWING IRRIGATION PRODUCTS	02003	1091514	6/18/2020	9468749	4/22/2020	PVC PIPE, COUPLING FOR PWMD	107.50	
T	EWING IRRIGATION PRODUCTS	02003	1091514	6/18/2020	9487498	4/24/2020	LANDSCAPER HATS FOR TREE CREW - PWMD	38.11	**145.61**
T	GRANT'S TRUE VALUE HARDWARE	02186	1091531	6/18/2020	B301325	5/28/2020	DISINFECTING SUPPLIES, PAINT MARKER, STAPLE GUN - P&R	422.33	
T	GRANT'S TRUE VALUE HARDWARE	02186	1091676	6/25/2020	B304902	6/15/2020	SUPPLIES FOR PARKS/REC DIV.	323.46	**745.79**
T	HOME DEPOT	06479	1091391	6/11/2020	4531062	4/23/2020	BLK POWER TOOL CORD, EXT CORD FOR PW MAINT.	49.98	
T	HOME DEPOT	06479	1091391	6/11/2020	7531946	4/30/2020	BOX CVR FLAT 2DVS 2DPLX, COVER FOR PW MAINT.	6.73	
T	HOME DEPOT	06479	1091391	6/11/2020	8094193	4/9/2020	3HOOK STRETCHER FOR PW MAINT.	46.15	
T	HOME DEPOT	06479	1091391	6/11/2020	1100288	5/6/2020	STEEL BOX, SCREW, HANGER FOR PW MAINT.	107.93	
T	HOME DEPOT	06479	1091391	6/11/2020	5193018	4/22/2020	ELEC 4FT LINKABLE LED FOR PW MAINT.	82.42	
T	HOME DEPOT	06479	1091391	6/11/2020	1781424	4/16/2020	3000 WATT CONT. - PW MAINT.	2,380.29	
T	HOME DEPOT	06479	1091391	6/11/2020	2179127	3/6/2020	1/2 CU YDS HVY DUTY TILT TRUCK FOR PW MAINT.	610.39	
T	HOME DEPOT	06479	1091391	6/11/2020	5045290	3/3/2020	FLAT DEEP 4.53 GAL FOR PW MAINT.	322.52	
T	HOME DEPOT	06479	1091391	6/11/2020	5521888	5/12/2020	RUGGED PUCK 2PK, AA 36-PACK, PUCK LED LIGHT FOR PW MAINT.	231.79	
T	HOME DEPOT	06479	1091391	6/11/2020	6024063	5/11/2020	EXT CORD, CORE BIT FOR PW MAINT.	130.33	
T	HOME DEPOT	06479	1091391	6/11/2020	7521193	4/30/2020	SEMI GLOSS BLCK FOR PW UTIL.	105.07	
T	HOME DEPOT	06479	1091391	6/11/2020	4281203	4/23/2020	PLUG, EXT CORD FOR PW MAINT.	82.13	
T	HOME DEPOT	06479	1091391	6/11/2020	2024443	5/15/2020	BATTERY 2PK FLAWLESS FINISH, PLYWOOD, MASKING TAPE, CHARG	725.21	
T	HOME DEPOT	06479	1091391	6/11/2020	3621910	5/14/2020	SNEEZE GUARD, CHAIN FOR PW MAINT.	415.28	
T	HOME DEPOT	06479	1091391	6/11/2020	6093769	4/1/2020	PISTOL NOZZLE, FARM HOSE FOR PW MAINT.	237.44	
T	HOME DEPOT	06479	1091391	6/11/2020	5376862	3/3/2020	SLIMJIM W/VENTING - PW MAINT.	153.87	
T	HOME DEPOT	06479	1091391	6/11/2020	5530826	5/12/2020	RUSTO SPRAY FOR PW MAINT.	112.22	
T	HOME DEPOT	06479	1091391	6/11/2020	3282637	3/5/2020	APPL. EXT FOR PW MAINT.	14.27	
T	HOME DEPOT	06479	1091391	6/11/2020	2024441	5/15/2020	CORNER BRACE, ANCHOR KIT FOR PW MAINT.	899.51	
T	HOME DEPOT	06479	1091391	6/11/2020	9972878	3/19/2020	SLIMJIM W/VENTING REC FOR PW MAINT.	574.38	
T	HOME DEPOT	06479	1091391	6/11/2020	0353227	4/7/2020	MECH. TOOL SET, HAMMER, UTIL KNIFE, PLIERS, HEX SET, HACKSOW	269.04	
T	HOME DEPOT	06479	1091391	6/11/2020	9104844	4/28/2020	PAIL LINERS, SPRY GRIP, BUCKETS, BRUSH, PAINT - PW UTIL.	182.11	
T	HOME DEPOT	06479	1091391	6/11/2020	6280977	4/21/2020	CLAMP, ROMEX CONN, BIT SET, WASHER, HEX NUT - PW MAINT.	115.02	
T	HOME DEPOT	06479	1091391	6/11/2020	6613953	4/11/2020	BETTER WRAP LUMENS FOR PW MAINT.	98.97	
T	HOME DEPOT	06479	1091391	6/11/2020	4720218	3/4/2020	RECYCLING BIN FOR PW MAINT.	59.47	
T	HOME DEPOT	06479	1091391	6/11/2020	2343815	4/15/2020	SUPPLIES FOR PW MAINT.	733.88	
T	HOME DEPOT	06479	1091391	6/11/2020	7280904	4/20/2020	2.5QT GERNUM, OSTEO BL DBL MNGLOW QT - PW MAINT.	462.00	
T	HOME DEPOT	06479	1091391	6/11/2020	4901074	5/13/2020	48 IN X 96 IN X 1 FOR PW MAINT.	239.24	
T	HOME DEPOT	06479	1091391	6/11/2020	6093768	4/1/2020	POWER TOOL CORD, STUD, HOSE HANGER, HOLE STRAP FOR PW MA	154.01	
T	HOME DEPOT	06479	1091391	6/11/2020	5513131	5/12/2020	STOP RUST GLOSS SUNBURST YLLW FOR PW UTIL.	115.02	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	HOME DEPOT	06479	1091391	6/11/2020	8102927	4/9/2020	DIABLO STEET DEMONS, FENCE SLEEVES FOR PW MAINT.	104.94	
T	HOME DEPOT	06479	1091391	6/11/2020	0532991	5/7/2020	BRAIDED CORD, GLOVES, STOP RUSH GLOSS FOR PW UTIL.	64.53	
T	HOME DEPOT	06479	1091391	6/11/2020	1090699	5/6/2020	STOP RUST GLOSS SUNBURST YELLOW - PW UTIL.	28.18	
T	HOME DEPOT	02285	1091535	6/18/2020	2071725	6/4/2020	PORTABLE AC FOR SENIOR CTR.	416.90	
T	HOME DEPOT	02285	1091682	6/25/2020	6534746	6/10/2020	REPLACMENT REFRIGERATOR - PARKS/REC DIV.	428.87	**10,760.09**
T	MAINTEX INC	02625	1091409	6/11/2020	778465-00	4/13/2020	PAPER TOWELS, TISSUE FOR PW MAINT.	1,745.54	
T	MAINTEX INC	02625	1091409	6/11/2020	777476-01	4/9/2020	DISINFECTANTS FOR PW MAINT.	340.82	
T	MAINTEX INC	02625	1091561	6/18/2020	769818-01	4/20/2020	SOAP DISPENSER FOR AQUATIC CTR - PWMD	146.76	
T	MAINTEX INC	02625	1091561	6/18/2020	777490-04	4/27/2020	SAFETY CONES FOR WET FLOOR AT COMMUNITY CTR - PWMD	392.04	**2,625.16**
T	NAPA AUTO PARTS	02791	1091568	6/18/2020	0523-269493	6/3/2020	NAPA 10W30 QT FOR PD VEH.	2.52	
T	NAPA AUTO PARTS	02791	1091705	6/25/2020	0523-269192	5/29/2020	NAPA QUARTS , ANTIFREEZE FOR TRANSP VEH.	183.61	**186.13**
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	841900-06/20	6/3/2020	AC#1-1-008-8419-0-0 (05/01-06/02/20)	360.69	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	440500-06/20	6/5/2020	AC#1-1-013-4405-0-0 (05/05-06/04/20)	166.03	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	621760-06/20	6/3/2020	AC#1-1-005-6217-6-0 (05/01-06/02/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	614130-06/20	6/3/2020	AC#1-1-005-6141-3-0 (05/01-06/02/20)	94.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	926501-06/20	6/4/2020	AC#1-1-009-9265-0-1 (05/04-06/03/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	614000-06/20	6/3/2020	AC#1-1-005-6140-0-0 (05/01-06/02/20)	26.84	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	160550-06/20	6/5/2020	AC#1-1-011-1605-5-0 (05/05-06/04/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	123501-06/20	6/2/2020	AC#1-1-001-1235-0-1 (04/30-06/01/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	622700-06/20	6/3/2020	AC#1-1-005-6227-0-0 (05/01-06/02/20)	126.30	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	738500-06/20	6/3/2020	AC#1-1-005-7385-0-0 (05/01-06/02/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	850000-06/20	6/3/2020	AC#1-1-008-8500-0-0 (05/01-06/02/20)	751.15	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	850200-06/20	6/3/2020	AC#1-1-008-8502-0-0 (05/01-06/02/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	595651-06/20	6/3/2020	AC#1-1-005-5956-5-1 (05/01-06/02/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	920651-06/20	6/4/2020	AC#1-1-009-9206-5-1 (05/04-06/03/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	591701-06/20	6/3/2020	AC#1-1-005-5917-0-1 (05/01-06/02/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	951951-06/20	6/4/2020	AC#1-1-009-9519-5-1 (05/04-06/03/20)	34.31	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	908700-06/20	6/4/2020	AC#1-1-009-9087-0-0 (05/04-06/03/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	440300-06/20	6/5/2020	AC#1-1-013-4403-0-0 (05/05-06/04/20)	404.39	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	200410-06/20	6/5/2020	AC#1-1-011-2004-1-0 (05/05-06/04/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	604800-06/20	6/3/2020	AC#1-1-005-6048-0-0 (05/01-06/02/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	811100-06/20	6/3/2020	AC#1-1-008-8111-0-0 (05/01-06/02/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	508000-06/20	6/3/2020	AC#1-1-005-5080-0-0 (05/01-06/02/20)	65.14	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	160511-06/20	6/5/2020	AC#1-1-011-1605-1-1 (05/05-06/04/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	614100-06/20	6/3/2020	AC#1-1-005-6141-0-0 (05/01-06/02/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	579301-06/20	6/3/2020	AC#1-1-005-5793-0-1 (05/01-06/02/20)	73.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	950701-06/20	6/4/2020	AC#1-1-009-9507-0-1 (05/04-06/03/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	487000-06/20	6/2/2020	AC#1-1-003-4870-0-0 (04/30-06/01/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1091430	6/11/2020	201000-06/20	6/5/2020	AC#1-1-011-2010-0-0 (05/05-06/04/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	702651-06/20	6/8/2020	AC#1-1-017-7026-5-1 (05/06-06/05/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	436520-06/20	6/11/2020	AC#1-1-034-4365-2-0 (05/11-06/10/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	365501-06/20	6/5/2020	AC#1-1-013-3655-0-1 (05/05-06/04/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	202501-06/20	6/5/2020	AC#1-1-011-2025-0-1 (05/05-06/04/20)	73.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	122500-06/20	6/9/2020	AC#1-1-021-1225-0-0 (05/07-06/08/20)	22.87	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	412900-06/20	6/5/2020	AC#1-1-013-4129-0-0 (05/05-06/04/20)	237.54	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	974900-06/20	6/10/2020	AC#1-1-019-9749-0-0 (05/08-06/09/20)	126.30	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	140401-06/20	6/5/2020	AC#1-1-011-1404-0-1 (05/05-06/04/20)	114.38	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	254001-06/20	6/10/2020	AC#1-1-032-2540-0-1 (05/08-06/09/20)	73.09	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	105200-06/20	6/5/2020	AC#1-1-011-1052-0-0 (05/05-06/04/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	442900-06/20	6/5/2020	AC#1-1-013-4429-0-0 (05/05-06/04/20)	285.21	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	020000-06/20	6/9/2020	AC#1-1-020-0200-0-0 (05/07-06/08/20)	150.13	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	526401-06/20	6/8/2020	AC#1-1-015-5264-0-1 (05/06-06/05/20)	425.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	140603-06/20	6/5/2020	AC#1-1-011-1406-0-3 (05/05-06/04/20)	183.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	282000-06/20	6/10/2020	AC#1-1-032-2820-0-0 (05/08-06/09/20)	118.35	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	225610-06/20	6/10/2020	AC#1-1-032-2256-1-0 (05/08-06/09/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	008700-06/20	6/9/2020	AC#1-1-020-0087-0-0 (05/07-06/08/20)	114.38	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	571000-06/20	6/11/2020	AC#1-1-034-5710-0-0 (05/11-06/10/20)	57.20	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	412700-06/20	6/5/2020	AC#1-1-013-4127-0-0 (05/05-06/04/20)	286.34	
T	SAN GABRIEL VALLEY WATER CO	03406	1091597	6/18/2020	241101-06/20	6/5/2020	AC#1-1-011-2411-0-1 (05/05-06/04/20)	158.08	
T	SAN GABRIEL VALLEY WATER CO	03406	1091734	6/25/2020	136205-06/20	6/15/2020	AC#1-1-031-1362-0-5 (05/13-06/12/20)	289.04	
T	SAN GABRIEL VALLEY WATER CO	03406	1091734	6/25/2020	518000-06/20	6/18/2020	AC#1-1-023-5180-0-0 (05/18-06/17/20)	114.38	**6,967.21**
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5365893-0620	6/2/2020	AC#2-01-536-5893 (05/01-06/01/20)	18.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	9122674-0620	6/2/2020	AC#2-23-912-2674 (04/29-06/01/20)	13.14	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	1227721-0620	6/2/2020	AC#2-36-122-7721 (05/01-06/01/20)	19.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	9129521-0620	6/2/2020	AC#2-23-912-9521 (04/29-06/01/20)	13.25	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	3130321-0620	6/2/2020	AC#2-02-313-0321 (04/29-06/01/20)	4,721.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	3284456-0620	6/2/2020	AC#2-36-328-4456 (05/01-06/01/20)	456.52	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	8130057-0620	6/2/2020	AC#2-28-813-0057 (04/29-06/01/20)	70.21	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	9584460-0620	6/2/2020	AC#2-27-958-4460 (04/29-06/01/20)	59.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	2747487-0620	6/2/2020	AC#2-36-274-7487 (05/01-06/01/20)	46.35	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5368178-0620	6/2/2020	AC#2-01-536-8178 (05/01-06/01/20)	36.19	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5368145-0620	6/2/2020	AC#2-01-536-8145 (05/01-06/01/20)	18.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5364599-0620	6/2/2020	AC#2-01-536-4599 (04/29-06/01/20)	12.61	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5368707-0620	6/2/2020	AC#2-01-536-8707 (05/01-06/01/20)	18.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	1938149-0620	6/2/2020	AC#2-01-193-8149 (05/01-06/01/20)	1,782.89	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5365091-0620	6/2/2020	AC#2-01-536-5091 (04/29-06/01/20)	228.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5365950-0620	6/2/2020	AC#2-01-536-5950 (04/29-06/01/20)	67.30	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5367808-0620	6/2/2020	AC#2-01-536-7808 (04/29-06/01/20)	52.99	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	2630755-0620	6/2/2020	AC#2-33-263-0755 (05/01-06/01/20)	45.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	3621100-0620	6/2/2020	AC#2-28-362-1100 (05/01-06/01/20)	35.33	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	1938073-0620	6/2/2020	AC#2-01-193-8073 (05/01-06/01/20)	674.02	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5366479-0620	6/2/2020	AC#2-01-536-6479 (05/01-06/01/20)	140.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5365851-0620	6/2/2020	AC#2-01-536-5851 (04/29-06/01/20)	67.16	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	9307797-0620	6/2/2020	AC#2-27-930-7797 (05/01-06/01/20)	52.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	9159495-0620	6/2/2020	AC#2-27-915-9495 (05/01-06/01/20)	39.92	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	1938230-0620	6/2/2020	AC#2-01-193-8230 (05/01-06/01/20)	526.63	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	8237349-0620	6/2/2020	AC#2-38-823-7349 (05/01-06/01/20)	84.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5365919-0620	6/2/2020	AC#2-01-536-5919 (04/29-06/01/20)	61.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	3585932-0620	6/2/2020	AC#2-19-358-5932 (04/29-06/01/20)	48.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1091439	6/11/2020	5368111-0620	6/2/2020	AC#2-01-536-8111 (05/01-06/01/20)	38.22	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	1938081-0620	6/6/2020	AC#2-01-193-8081 (05/01-06/01/20)	49,020.83	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5362536-0620	6/6/2020	AC#2-01-536-2536 (05/06-06/05/20)	381.42	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5365307-0620	6/4/2020	AC#2-01-536-5307 (05/04-06/03/20)	61.00	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5364243-0620	6/3/2020	AC#2-01-536-4243 (05/01-06/02/20)	58.08	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	2023477-0620	6/6/2020	AC#2-21-202-3477 (05/06-06/05/20)	36.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	3291239-0620	6/5/2020	AC#2-26-329-1239 (05/05-06/04/20)	8.71	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	1938107-0620	6/6/2020	AC#2-01-193-8107 (05/01-06/01/20)	501.91	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5365299-0620	6/4/2020	AC#2-01-536-5299 (05/04-06/03/20)	63.77	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5367360-0620	6/6/2020	AC#2-01-536-7360 (05/06-06/05/20)	58.28	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5367394-0620	6/6/2020	AC#2-01-536-7394 (05/06-06/05/20)	51.79	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	1013896-0620	6/6/2020	AC#2-28-101-3896 (05/06-06/05/20)	10.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5363146-0620	6/5/2020	AC#2-01-536-3146 (05/05-06/04/20)	7.90	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	1938099-0620	6/6/2020	AC#2-01-193-8099 (05/01-06/01/20)	5,135.98	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5363005-0620	6/6/2020	AC#2-01-536-3005 (05/06-06/05/20)	117.26	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5367832-0620	6/3/2020	AC#2-01-536-7832 (05/01-06/02/20)	60.53	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5367790-0620	6/5/2020	AC#2-01-536-7790 (05/05-06/04/20)	57.02	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5363260-0620	6/5/2020	AC#2-01-536-3260 (05/05-06/04/20)	36.18	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	3291254-0620	6/3/2020	AC#2-26-329-1254 (05/01-06/02/20)	8.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5362684-0620	6/5/2020	AC#2-01-536-2684 (05/05-06/04/20)	974.44	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5365315-0620	6/4/2020	AC#2-01-536-5315 (05/04-06/03/20)	71.93	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5367402-0620	6/6/2020	AC#2-01-536-7402 (05/06-06/05/20)	58.59	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	5365356-0620	6/5/2020	AC#2-01-536-5356 (05/05-06/04/20)	55.17	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	3515496-0620	6/3/2020	AC#2-26-351-5496 (05/01-06/02/20)	11.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1091440	6/11/2020	3291221-0620	6/5/2020	AC#2-26-329-1221 (05/05-06/04/20)	8.37	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	0187281-0620	6/9/2020	AC#2-31-018-7281 (05/07-06/08/20)	283.06	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5366297-0620	6/10/2020	AC#2-01-536-6297 (05/08-06/09/20)	68.66	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5365398-0620	6/9/2020	AC#2-01-536-5398 (05/07-06/08/20)	56.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	2027069-0620	6/10/2020	AC#2-28-202-7069 (05/08-06/09/20)	47.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	9118789-0620	6/10/2020	AC#2-23-911-8789 (05/08-06/09/20)	20.73	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5363393-0620	6/9/2020	AC#2-01-536-3393 (05/07-06/08/20)	12.38	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	3291148-0620	6/9/2020	AC#2-26-329-1148 (05/07-06/08/20)	11.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	0187711-0620	6/10/2020	AC#2-31-018-7711 (05/08-06/09/20)	76.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5367451-0620	6/9/2020	AC#2-01-536-7451 (05/07-06/08/20)	62.74	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	8573152-0620	6/9/2020	AC#2-02-857-3152 (05/07-06/08/20)	54.08	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	9887902-0620	6/10/2020	AC#2-00-988-7902 (05/08-06/09/20)	26.94	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5366412-0620	6/10/2020	AC#2-01-536-6412 (05/08-06/09/20)	16.05	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	6305414-0620	6/10/2020	AC#2-08-630-5414 (05/08-06/09/20)	11.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	4543890-0620	6/9/2020	AC#2-42-454-3890 (05/07-06/08/20)	376.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5366420-0620	6/10/2020	AC#2-01-536-6420 (05/08-06/09/20)	74.54	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5365422-0620	6/9/2020	AC#2-01-536-5422 (05/07-06/08/20)	56.87	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5366362-0620	6/10/2020	AC#2-01-536-6362 (05/08-06/09/20)	49.64	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5363419-0620	6/9/2020	AC#2-01-536-3419 (05/07-06/08/20)	23.04	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	9115819-0620	6/9/2020	AC#2-23-911-5819 (05/07-06/08/20)	13.20	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	9115900-0620	6/10/2020	AC#2-23-911-5900 (05/08-06/09/20)	11.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5366305-0620	6/10/2020	AC#2-01-536-6305 (05/08-06/09/20)	101.18	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5366388-0620	6/10/2020	AC#2-01-536-6388 (05/08-06/09/20)	64.03	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5365430-0620	6/9/2020	AC#2-01-536-5430 (05/07-06/08/20)	56.26	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	9584486-0620	6/10/2020	AC#2-27-958-4486 (05/08-06/09/20)	27.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	5367972-0620	6/9/2020	AC#2-01-536-7972 (05/29-06/04/20)	18.03	
T	SOUTHERN CALIFORNIA EDISON	03520	1091604	6/18/2020	9163330-0620	6/10/2020	AC#2-23-916-3330 (05/08-06/09/20)	12.26	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	9084791-0620	6/11/2020	AC#2-23-908-4791 (05/08-06/09/20)	13,519.93	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	9083876-0620	6/11/2020	AC#2-23-908-3876 (05/11-06/10/20)	421.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	5368640-0620	6/12/2020	AC#2-01-536-8640 (05/12-06/11/20)	51.97	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	5366644-0620	6/11/2020	AC#2-01-536-6644 (05/11-06/10/20)	14.61	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	3291189-0620	6/12/2020	AC#2-26-329-1189 (05/12-06/11/20)	10.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	5366511-0620	6/11/2020	AC#2-01-536-6511 (05/07-06/05/20)	2,571.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	5366693-0620	6/11/2020	AC#2-01-536-6693 (05/11-06/10/20)	70.08	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	8443550-0620	6/11/2020	AC#2-37-844-3550 (05/11-06/10/20)	27.40	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	3291197-0620	6/12/2020	AC#2-26-329-1197 (05/12-06/11/20)	11.12	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	9084726-0620	6/10/2020	AC#2-23-908-4726 (05/08-06/09/20)	7,618.14	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	5366974-0620	6/11/2020	AC#2-01-536-6974 (05/11-06/10/20)	159.47	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	5366628-0620	6/11/2020	AC#2-01-536-6628 (05/11-06/10/20)	43.44	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	3291155-0620	6/12/2020	AC#2-26-329-1155 (05/12-06/11/20)	11.39	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	0660683-0620	6/11/2020	AC#2-26-066-0683 (05/11-06/10/20)	8.15	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	7330105-0620	6/11/2020	AC#2-37-733-0105 (05/11-06/10/20)	1,632.44	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	5366594-0620	6/11/2020	AC#2-01-536-6594 (05/11-06/10/20)	56.76	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	9709947-0620	6/11/2020	AC#2-25-970-9947 (05/11-06/10/20)	23.75	
T	SOUTHERN CALIFORNIA EDISON	03520	1091605	6/18/2020	3291163-0620	6/12/2020	AC#2-26-329-1163 (05/12-06/11/20)	10.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	0845596-0620	6/20/2020	AC#2-42-084-5596 (05/20-06/19/20)	1,868.70	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	5368467-0620	6/19/2020	AC#2-01-536-8467 (05/19-06/18/20)	67.80	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	5368608-0620	6/20/2020	AC#2-01-536-8608 (05/20-06/19/20)	54.73	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	0371988-0620	6/19/2020	AC#2-34-037-1988 (05/19-06/18/20)	545.09	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	5364797-0620	6/17/2020	AC#2-01-536-4797 (05/15-06/16/20)	61.95	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	0845588-0620	6/19/2020	AC#2-42-084-5588 (05/19-06/18/20)	5,905.88	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	5368590-0620	6/20/2020	AC#2-01-536-8590 (05/20-06/19/20)	84.68	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	8044293-0620	6/16/2020	AC#2-36-804-4293 (05/14-06/15/20)	57.57	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	6380849-0620	6/16/2020	AC#2-26-638-0849 (05/08-06/09/20)	7,980.69	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	2680504-0620	6/19/2020	AC#2-37-268-0504 (05/19-06/18/20)	286.87	
T	SOUTHERN CALIFORNIA EDISON	03520	1091743	6/25/2020	5368533-0620	6/19/2020	AC#2-01-536-8533 (05/19-06/18/20)	58.73	**111,177.79**
T	SOUTHERN CALIFORNIA GAS CO	03525	1091441	6/11/2020	150717-06/20	6/3/2020	AC#150 717 2200 1 (05/19-06/01/20) CLOSING BILL	10.45	
T	SOUTHERN CALIFORNIA GAS CO	03525	1091441	6/11/2020	150717-06/20	6/2/2020	AC#150 717 2200 1 (04/20-05/19/20)	21.20	
T	SOUTHERN CALIFORNIA GAS CO	03525	1091606	6/18/2020	138117-06/20	6/10/2020	AC#138 117 3615 9 (05/07-06/08/20)	16.88	
T	SOUTHERN CALIFORNIA GAS CO	03525	1091606	6/18/2020	192117-06/20	6/15/2020	AC#192 117 9900 2 (05/12-06/11/20)	22.68	
T	SOUTHERN CALIFORNIA GAS CO	03525	1091606	6/18/2020	160617-06/20	6/15/2020	AC#160 617 7600 7 (05/12-06/11/20)	14.79	
T	SOUTHERN CALIFORNIA GAS CO	03525	1091606	6/18/2020	179517-06/20	6/12/2020	AC#179 517 8900 1 (05/11-06/10/20)	17.04	
T	SOUTHERN CALIFORNIA GAS CO	03525	1091606	6/18/2020	198819-06/20	6/9/2020	AC#198 819 3600 9 (05/06-06/05/20)	20.41	
T	SOUTHERN CALIFORNIA GAS CO	03525	1091606	6/18/2020	196719-06/20	6/9/2020	AC#196 719 3600 3 (05/06-06/05/20)	14.79	
T	SOUTHERN CALIFORNIA GAS CO	03525	1091744	6/25/2020	171519-06/20	6/16/2020	AC#171 519 0200 8 (05/13-06/12/20)	14.79	
T	SOUTHERN CALIFORNIA GAS CO	03525	1091744	6/25/2020	169419-06/20	6/16/2020	AC#169 419 0200 5 (05/13-06/12/20)	28.32	**181.35**
T	VALLEY BRAKE & WHEEL SERVICE	03780	1091631	6/18/2020	1070743	4/30/2020	TR-9 ALTERNATOR FOR TRANSPORTATION VEH	742.38	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1091631	6/18/2020	1070781	5/6/2020	TR-5 REPLACED FUEL PUMP FOR TRANSP. DIV. VEH.	345.82	
T	VALLEY BRAKE & WHEEL SERVICE	03780	1091631	6/18/2020	1070733	4/29/2020	TR-15B PREV. MAINT INSPECTION FOR TRANSP. VEH.	100.00	**1,188.20**
T	**Top Vendor Total**								**133,977.33**
V	RUIZ, VICTOR	03325	1054249	10/1/2015	11.20-24.15	9/29/2015	REIMB MEALS FOR TRNG (VOID 6/22/20)	(140.00)	
V	CUDAHY, LINDA	03220	1055902	1/7/2016	SUBSDY 1Q 16	1/7/2016	INS PREMIUM (VOID 6/17/20)	(1,256.49)	
V	HOGLIN, DANIEL	02280	1058332	4/21/2016	OCT 2012	4/6/2016	P.O.S.T. SETTLEMENT FOR OCT 2012 (VOID 6/22/20)	(50.00)	
V	RUIZ, VICTOR	03325	1061165	9/8/2016	JUL 2016	8/23/2016	P.O.S.T. SETTLEMENT FOR JUL 2012 (VOID 6/22/20)	(58.65)	

Vendor Type	Vendor Name	Vendor Code	Check #	Check Date	Invoice #	Invoice Date	Description	Amount	Vendor Total
V	ESTATE OF MILO CURTIS	03194	1061669	10/6/2016	SUBSDY 4Q 16	10/6/2016	INS PREMIUM & RETIREE CONTRIBUTION (VOID 6/18/20)	(132.23)	
V	RUIZ, VICTOR	03325	1061901	10/6/2016	AUG 2016	9/29/2016	P.O.S.T. SETTLEMENT FOR AUG 2016 (VOID 6/22/20)	(96.43)	
V	RUIZ, VICTOR	03325	1062391	11/3/2016	11.18-22.16	10/27/2016	REIMB PER DIEM: SAN DIEGO (VOID 6/22/20)	(175.00)	
V	GONDEK, DAVID	08689	1069553	11/8/2017	SUBSDY NOV 17	11/8/2017	INS PREMIUM (VOID 6/22/20)	(1,245.68)	
V	SERVIN, AMBER	03449	1072997	3/29/2018	3.15.18	3/19/2018	REIMB PARKING FOR CPRS CONF (VOID 6/25/20)	(15.00)	
V	ADER, MARIAN F	03216	1080207	2/7/2019	SUBSDY FEB 19	2/7/2019	INS PREMIUM & RETIREE CONTRIBUTION (VOID 6/18/20)	(147.74)	
V	LUNA, RICHARD	02599	1082288	4/25/2019	JAN 2019	4/17/2019	P.O.S.T. SETTLEMENT FOR JAN 2019 (VOID 6/22/20)	(70.00)	
V	STATES, PATRICIA	03269	1085465	9/5/2019	SUBSDY SEP 19	9/5/2019	INS PREMIUM & RETIREE CONTRIBUTION (VOID 6/18/20)	(147.74)	
V	AVALOS JR, DAVID	12819	1085570	9/12/2019	MAR 2019	9/10/2019	P.O.S.T. SETTLEMENT FOR MAR 2019 (VOID 6/25/20)	(283.05)	
V	MORA, ANDREW	02741	1085619	9/12/2019	MAR 2019	9/10/2019	P.O.S.T. SETTLEMENT FOR MAR 2019 (VOID 6/25/20)	(166.25)	
V	AVALOS JR, DAVID	12819	1088147	1/16/2020	12.16-18.19	1/9/2020	REIMB MILEAGE & LUNCH: SFST TEST (VOID 6/25/20)	(185.92)	
V	AVALOS JR, DAVID	12819	1088148	1/16/2020	12.19-20.19	1/8/2020	REIMB MILEAGE & LUNCH: ARIDE (VOID 6/25/20)	(118.48)	
V	SANCHEZ, LUIS	13154	1090282	4/23/2020	187524	3/5/2020	REFUND COMPLIANCE DEPOSIT (VOID 6/22/20)	(1,000.00)	
V	AELMONTE LP	13209	1090714	5/14/2020	6988-060	4/22/2020	150 QTY BURGERS & BOTTLE WATER (VOID 6/11/20)	(1,263.00)	
V	**Total Void Checks**								**(6,551.66)**
	Grand Total								**12,285,267.94**

CITY OF EL MONTE

CITY CLERK'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 23, 2020

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

Dear Mayor and City Council:

RECEIVE AND FILE THE CITY CLERK'S QUARTERLY LISTING OF CONTRACTS FILED IN THE CITY CLERK'S OFFICE BETWEEN APRIL 1, 2020 AND JUNE 30, 2020.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the Report.

BACKGROUND AND PURPOSE/JUSTIFICATION OR RECOMMENDED ACTION

In order to maintain appropriate records and adhere to recommendations made by the City of El Monte's (the "City") auditing firm, the City Attorney's Office, City Clerk's Office and Finance Department have been working together to ensure complete, accurate and transparent tracking of all Contracts entered into by the City. This will include those Contracts that are not approved by the City Council as they are under the $30,000 threshold set forth in the City's purchasing policy.

The City Clerk's Office, with the assistance of the City Attorney's Office, prepared the attached list of contracts for the Fourth Quarter of FY 2019-2020 (April 1, 2020 through June 30, 2020). Each quarter the City Clerk's Office will be submitting for approval to the City Council a list of contracts that once approved will be published on the City's website for view and public record. A copy of all executed contracts must be submitted to the City Clerk's Office for official filing for the public record. Included with this Staff Report is the second quarterly listing of Contracts filed in the City Clerk's Office between April 1, 2020 and June 30, 2020 (Attachment 1).

CONCLUSION

It is recommended that the City Council receive and file the list of Contracts approved by the City Council, City Manager and Department Heads and submitted to the City Clerk's Office during the period of April 1, 2020 through June 30, 2020.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

GRISELDA CONTRERAS
Chief Deputy City Clerk/Records Manager

Attachment:

1. List of Contracts

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

LIST OF CONTRACTS APPROVED AND SUBMITTED TO THE OFFICE OF THE CITY CLERK DURING THE PERIOD OF APRIL 1, 2020 THROUGH JUNE 30, 2020

DATE	CONTRACT	DESCRIPTION
3/4/2020	Psomas	Second Amendment to the Professional Services Agreement for Water Main Replacement – CIP No. 014
3/10/2020	KTUA	Professional Services Agreement for Citywide Mater Planning Services for Sidewalk Inventory and Repair Program
3/10/2020	Kimley Horn and Associates, Inc.	Professional Services Agreement for On-Call Traffic Engineering Services
3/18/2020	Alta Planning + Design Inc.	Professional Services Agreement for Citywide Master Planning Services for Streetscapes Beautification Improvements
3/18/2020	Nationwide Environmental Services Div. of Joe's Sweeping, Inc.	Contract Services Agreement for Transit Stop Cleaning Services
3/23/2020	DRWelch Attorneys at Law	Professional Services Agreement for Illegal Cannabis Program
3/30/2020	Nobel Systems Inc.	Professional Services Agreement for Asset Management/GIS Services
4/2/2020	San Gabriel Valley Council of Governments	MOU for Participation of the San Gabriel Valley Regional VMT Analysis Model
4/6/2020	iNX Building Maintenance Solutions	First Amendment to Contract Services Agreement for Routine Janitorial Services
4/6/2020	Tiger Tree Services, Inc.	Contract Services Agreement for As-Needed Street Tree Maintenance
4/6/2020	Progress DKMB, LLC	2019 Property Maintenance Agreement – Grant of Public Storm Drain Easement and Agreement (10808 Valley Mall, El Monte)
4/16/2020	Redfern & Associates	First Amendment to Professional Services Agreement for Review and Modification of Transit and Paratransit Operation Request for Proposals
4/16/2020	Best Contract Services, Inc.	Construction Contract for Senior Center Roof Improvement Project – CIP No. 550
4/16/2020	CampaignRep Inc.	Professional Services Agreement to Create, Develop, Test and Host a Website
4/23/2020	Walker Consultants	Professional Services Agreement for Development of Smart Parking Detection System and Shared Parking Program
4/28/2020	Mountain View School District	Consent and Right of Entry Agreement
4/28/2020	JWA Urban Consultants, Inc.	First Amendment to the Professional Services Agreement for City Planning Services

LIST OF CONTRACTS APPROVED AND SUBMITTED TO THE OFFICE OF THE CITY CLERK DURING THE PERIOD OF APRIL 1, 2020 THROUGH JUNE 30, 2020

DATE	CONTRACT	DESCRIPTION
4/30/2020	Telecom Law Firm, PC	Third Extension to Professional Services Agreement for Telecommunication Consulting Services
5/6/2020	MGT of America Consulting, LLC	Contract Services for prepare and submit SB90 State Mandated Cost Reimbursement Claims forms through June 30, 2021
5/11/2020	Tyler Technologies, Inc.	Second Amendment to the Master Financial System Software Use and Support Agreement
5/12/2020	Harris & Associates, Inc.	Professional Services Agreement for 2020-2021 Citywide Sewer Service Charge Consulting Services
5/12/2020	Progress DKMB, LLC	2019 Property Maintenance Agreement (10808 Valley Mall, El Monte)
5/14/2020	FS Contractors, Inc.	Contract Services Agreement for Gibson Mariposa Park Block Wall
5/14/2020	Waterworks Technology, Inc.	Professional Services Agreement for Sewer Lateral Investigations for the Nevada Avenue and Bodger Street Area Sewer System
5/19/2020	Alma K. Martinez, City Manager	May 2020 Side Letter Agreement
5/19/2020	SGI-USA & Multi-Investment Associates II	2020 Alternative Use Agreement (3401 Rio Hondo Avenue)
5/21/2020	Air-Ex Air Conditioning, Inc.	Contract Services Agreement for As-Needed HVAC Maintenance
5/21/2020	Ochoa's Custom Construction, Inc.	Contract Services Agreement for Mountain View Park Restroom Remodel Project
5/21/2020	R&S Overhead Doors of Commerce	Contract Services Agreement for Door Maintenance
5/21/2020	Alta Planning + Design Inc.	Professional Services Agreement for Traffic Calming Plan with Class IV Bike Lanes for Parkway Drive and Denholm Drive, CIP No. 001
5/21/2020	Kimley-Horn and Associates, Inc.	Third Amendment to the Professional Services Agreement for Ramona Boulevard at Valley Boulevard Intersection Project (CIP 805)
5/21/2020	APD Consultants, Inc.	Construction Management Services Agreement for Construction Management & Inspection Services for Valley Boulevard and Arden Drive Storm Drain Improvement Project CIP No. 808
5/27/2020	State Controller's Office (SCO), Division of Audits	Contract for Services to Prepare the Annual Street Report

LIST OF CONTRACTS APPROVED AND SUBMITTED TO THE OFFICE OF THE CITY CLERK DURING THE PERIOD OF APRIL 1, 2020 THROUGH JUNE 30, 2020

DATE	CONTRACT	DESCRIPTION
6/3/2020	Willdan Engineering	Professional Services Agreement for Professional Design Services for the Design of Santa Anita Active Transportation for El Monte Station and Downtown El Monte Grant
6/4/2020	Wallace & Associates Consulting, Inc.	Construction Management Services Agreement for Construction Management & Inspection Services for Traffic Signal Installation at Santa Anita and McGirk
6/16/2020	CA Consulting, Inc.	Professional Services Agreement for Grant Writing Services for the Air Quality Management District 2020 Carl Moyer Program Grant
6/16/2020	Fiesta Cooperative, Inc.	Contract Services Agreement for As-Needed Emergency Resident Transportation Services Related to COVID-19
6/16/2020	Southland Transit, Inc.	Fourth Amendment to Contract Services Agreement for Fixed-Route and Dial-A-Ride Transit Services
6/16/2020	Willdan Engineering	Professional Services Agreement for Design Engineering Services for Cedar Avenue, Lower Azusa Road, City Limit Area Street Improvement Project, CIP No. 029
6/18/2020	City of Montebello	Land Lease Agreement

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 2020

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

Dear Mayor and City Council Members:

CONSIDERATION AND APPROVAL OF ELEVEN (11) QUALIFIED FIRMS TO PROVIDE ON-CALL ENVIRONMENTAL CONSULTING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve selection of eleven (11) qualified firms to provide on-call Environmental Consulting Services for a three (3) year contract to be reviewed on an annual basis at the sole discretion of the City; and
2. Authorize the City Manager or her designee, to execute a Master Professional Services Agreement with the eleven (11) firms.

BACKGROUND

The Planning Division in the Community and Economic Development Department processes land use entitlement applications (current planning) for developers in the City. Additionally, the Planning Division oversees projects that require updates to the General Plan (e.g. Housing Element) or Zoning Code that require environmental analysis. When a project is determined to need California Environmental Quality Act (CEQA), and/or National Environmental Policy Act (NEPA) review, the City of El Monte is the Lead Agency to ensure compliance with these acts.

To assist Planning Division staff with CEQA or NEPA compliance, staff recommends that the City select eleven (11) consultants to provide on-call environmental consulting services and enter into a three (3) year contract with the option for two (2) one (1) year renewals. The eleven (11) selected environmental consultants listed herein and will be called upon to provide on-call services on a time and materials basis for projects as

needed. Currently, the Planning Division does not have an on-call environmental services contract in place.

DISCUSSION

On January 27, 2020, a Request for Proposals (RFPs) was advertised electronically on the City's website. A total of 17 proposals were received. A three (3)-person panel comprised of representatives from the Community and Economic Development Department reviewed and considered the 17 proposals. Firms given a score of 70 or higher are recommended to be placed on the on-call list (Attachment 1). The panel ultimately selected eleven (11) firms as follows:

1. Blodgett Baylosis
2. ECORP Consulting, Inc.
3. EcoTierra Consulting
4. First Carbon Solutions
5. Meridian Consultants
6. Michael Baker International
7. MIG
8. Placeworks
9. Rincon Consultants, Inc.
10. Tom Dodson & Associates
11. UltraSystems Environmental

Development interest in El Monte remains very high and several developers have projects that require environmental analysis. Additionally, the firms were selected based on upcoming City-initiated projects, such as updates to the General Plan and Zoning Code, may also require environmental analysis. Some projects need a higher level of expertise due to on-going changes with environmental regulations and case laws. Having a short-list of eleven (11) environmental planning consultants under contract by the City ensures competitive pricing for cost savings, as well as a streamlined process for the preparation of environmental planning documents.

The firms were selected based on their expertise, experience, familiarity with the El Monte area, plus prior contracting history. Additionally, firms were selected based on the proposal's project approach, fees and rates and compliance with the RFP. Developers who request to work with an environmental consultant not on the list above would be required by City staff to have their environmental documents peer reviewed by one of the firms listed above. The developer would be responsible for the cost of the environmental analysis or peer review by the firms listed above. The developer would also be responsible for an administrative fee, calculated at 25% of the cost, which would be payable to the City.

FISCAL IMPACT

The full cost of developer-sponsored projects or peer reviews will be funded from developer deposits. No work will be performed in excess of budgeted authority. Any environmental or planning consulting services required for City-initiated projects shall be the responsibility of the City and, accordingly, the Community and Economic Development Department would bring forward to the City Council budget requests as needed. The Department also budgeted $100,000 for City-initiated environmental analysis for Fiscal Year 2020-2021. No negative impact to the General Fund is anticipated.

CONCLUSION

It is recommended that the City Council approve the on-call environmental consultant list and authorize the City Manager to enter into a Master Professional Services Agreement with the selected environmental consultants.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONVANIK
Community and Economic Development Director

Attachment:
1. On-Call Environmental Consultants Proposals Received & Scoring

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

On-Call Environmental Consultants Proposals Received & Scoring

Environmental Consulting Firm Proposal	Score
1. Blodgett Baylosis	95
~~2. CASC Engineering and Consulting~~	65
~~3. Chambers Group~~	65
~~4. Converse Consulants (Task 6)~~	40
5. ECORP Consulting, Inc.	85
6. EcoTierra Consulting	85
7. First Carbon Solutions	75
~~8. Impact Sciences~~	75
~~9. Jennings Environmental~~	35
10. Meridian Consultants	85
11. Michael Baker International	90
12. MIG	95
13. Placeworks	85
14. Rincon Consultants, Inc.	95
~~15. The Altum Group~~	65
16. Tom Dodson & Associates	78
17. UltraSystems Environmental	90
~~18. Willdan~~	65

*Strikethrough represents those firms which did not meet the minimum threshold requirement of a score of 70

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 RSG, INC. TO PROVIDE THE CITY OF EL MONTE AND THE EL MONTE SUCCESSOR AGENCY WITH FINANCIAL, LEGISLATIVE, AND MANAGEMENT CONSULTING SERVICES FOR FISCAL YEAR 2020/2021.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager, or designee, to enter into a Professional Services Agreement with RSG, Inc. in an amount not to exceed $46,000 for Fiscal Year 2020/2021.

BACKGROUND AND PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

On March 20, 1967, the City of El Monte (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to state law under City Council Ordinance No. 1471.

The State of California (the "State") has ordered the former El Monte Community Redevelopment Agency ("Former Redevelopment Agency") to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law". The City, as Successor Agency to the former El Monte Community Redevelopment Agency ("Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law and has determined that it requires related financial consulting services.

RSG, Inc. represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. RSG would provide the City with technical, management, and administrative services to enable staff to respond to ongoing reporting requirements, comply with the Dissolution Act, and conduct financial and strategic planning, as well as other services that are related to the dissolution of the former redevelopment agency ("RDA"). Services also include assisting the Successor Agency, including meeting with the Department of Finance ("DOF"), Countywide Oversight Board, and/or Los Angeles County Auditor-Controller.

The primary objectives of this engagement are as follows (Attachment 1, Exhibit A):

1. Recognized Obligation Payment Schedule ("ROPS") preparation and meetings and general Successor Agency administrative support
2. Reinstatement of City/Former RDA loans
3. Redevelopment Property Tax Trust Funds ("RPTTF") Prior Period Adjustment process
4. Property Disposition
5. Continuing Disclosure

Staff recommends the services of RSG due to their extensive knowledge related to the dissolution of redevelopment agencies in general, as well as, the firm's history working with staff on issues germane to the City of El Monte. RSG staff has extensive experience working with the California Department of Finance and are well-versed in the redevelopment dissolution process.

FISCAL IMPACT:

The proposed RSG contract will be for a not-to-exceed amount of $46,000. Per legislation, the State allocates $250,000 of Redevelopment Property Tax Trust Fund (RPTTF) funds per year to the City, as Successor Agency, to offset the costs related to the administrative costs related to the dissolution of the former Redevelopment Agency. The proposed contract will be paid using funds in the RDA Successor Agency Fund account (Acct. No. 808-91-911-6115).

CONCLUSION:

It is recommended that the City Council authorize the City Manager, or designee, to enter into a Professional Services Agreement with RSG, Inc. (RSG) in an amount not to exceed $46,000 for Fiscal Year 2020/2021.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community & Economic Development Director

Attachment:

1. Professional Services Agreement

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
PROFESSIONAL SERVICES AGREEMENT

2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Financial Consulting Services)
(Parties: RSG, Inc. 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 RSG, INC. (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 authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to state law under City Council Ordinance No. 1471 dated March 20, 1967; and

WHEREAS, the State of California (the "State") has ordered the former El Monte Community Redevelopment Agency ("Former Redevelopment Agency") to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law"; and

WHEREAS, the CITY, as Successor Agency to the former El Monte Community Redevelopment Agency ("Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law and has determined that it requires related financial consulting services; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; 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 TERM: This Agreement shall have a term of one (1) year commencing from the Effective Date through June 30, 2021 (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Letter of Engagement for FY 2020-21 Financial Consulting Services" dated May 14, 2020, (hereinafter, the "Scope of Services") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.3 PROSECUTION OF WORK:

A. CONSULTANT shall perform the Work contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONSULTANT and accepted by CITY.

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.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the Fee Schedule (hereinafter, the "Fee Schedule") which is attached and incorporated Scope of Work. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted sum of **FORTY-SIX THOUSAND DOLLARS ($46,000)** (hereinafter, the "Total 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 Total 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.

1.5 PAYMENT OF COMPENSATION: The Total 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 Betty Donavanik, Director of Community & Economic Development, (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or her 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 her designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Tara Matthews, Principal, 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 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) calendars 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: Tara Matthews, Principal-in-Charge and Dominique Clark, Senior Associate.

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 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 will 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 or any of the 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 CONTRACTOR 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.

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 following Events of Defaults 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 of 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:
RSG, Inc.
17872 Gillette Ave.
Suite 350
Irvine, California 92614
Attn: Tara Matthews
Phone: (714) 541-4585

CITY:
City of El Monte
Community and Economic
Development Department
11333 Valley Boulevard
El Monte, CA 91731
Attn: Betty Donavanik
Phone: (626) 258-8626

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:

By:_____
Alma K. Martinez, City Manager

Date:_____

RSG, INC.

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, Assistant City Attorney

Date:_____

EXHIBIT "A"
SCOPE OF SERVICES

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

Via E-mail

May 14, 2020

Alma Martinez, City Manager
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

LETTER OF ENGAGEMENT FOR FY 2020-21 FINANCIAL CONSULTING SERVICES

Dear Ms. Martinez:

RSG has prepared this letter of engagement to provide the City of El Monte ("City") and the El Monte Successor Agency ("Successor Agency") our financial, legislative, and management consulting services for Fiscal Year 2020-21. Our role would be to provide technical, management, and administrative services to enable staff to respond to ongoing reporting requirements, comply with the Dissolution Act, and conduct financial and strategic planning, as well as other services that are related to the dissolution of the former redevelopment agency ("RDA"). Services also include assisting the Successor Agency, including meeting with the Department of Finance ("DOF"), Countywide Oversight Board, and/or Los Angeles County Auditor-Controller.

SCOPE

Specific assignments may include, but are not limited to, the following:

1. Recognized Obligation Payment Schedule Preparation and Meetings and General Successor Agency Administrative Support.

    - Prepare Recognized Obligation Payment Schedule ("ROPS") 21-22 due on February 1, 2021, which covers the period of July 1, 2021 through June 30, 2022 and includes a detailed list of anticipated enforceable obligations and a detailed summary of fund balances.

    - Assist with any follow-up with the DOF regarding ROPS 21-22 and other requisite reports and notices pursuant to the Dissolution Act, including preparation of materials as needed for Meet and Confer sessions with the DOF and attendance at the Meet and Confer sessions.

    - Respond to inquiries from staff, Successor Agency Board, Countywide Oversight Board, the DOF, and County Auditor-Controller.

- As needed, draft and present staff reports, resolutions, policy documents, and other supporting materials for Countywide Oversight Board and Successor Agency meetings.

- Prepare other items related to the dissolution of the former redevelopment agency and the disposition of Successor Agency property as directed by staff.

2. Reinstatement of City/Former RDA Loans.

   - Communicate with the DOF regarding back-up documentation needed.

   - Coordinate with staff to provide documentation requested by the DOF.

3. RPTTF Prior Period Adjustment Process.

   - Coordinate with staff to provide the County Auditor-Controller and the DOF an itemized list of differences between actual payments and past estimated obligations for prior ROPS period ("Prior Period Adjustment").

   - As needed, draft and present staff reports, resolutions, and other supporting materials for Countywide Oversight Board and Successor Agency meetings, as well as present items to the Countywide Oversight Board and Successor Agency Board as necessary.

   - Assist with any follow-up with the County Auditor-Controller and the DOF.

4. Property Disposition.

   - Review property sale agreements and other documentation, as requested by the City.

   - Draft City Council and Oversight Board staff reports and resolutions, as requested by the City.

   - Coordinate preparation for and meet with the City Manager, City Attorney, Finance Department, City Clerk, Oversight Board, Department of Finance, escrow officers, and title companies, as necessary.

   - Assist with other activities related to property disposition, as requested by the City.

5. Continuing Disclosure.

   - Pursuant to the Official Statement for the 2017 Tax Allocation Refunding Bonds ("Bonds"), prepare tables providing the following data regarding the Downtown El Monte Redevelopment Project (Original and Added Areas), El Monte Center Redevelopment Project (Original and 1990 Amendment Areas), Northwest El Monte Redevelopment

Project Area, and Valley-Durfee Redevelopment Project (collectively referred to herein as "Project Areas" or "Combined Project Areas"):

- Description of issuance by the Successor Agency of any debt payable from or secured by a pledge of Pledged Tax Revenues in the Project Areas in the most recently completed fiscal year;
- The 10 largest property taxpayers in the Combined Project Areas for the current fiscal year;
- The assessed valuation of property in the Combined Project Areas for the current fiscal year;
- The property tax levy and collections in the Combined Project Areas for the most recently completed fiscal year; and
- The coverage ratio provided by Pledged Tax Revenues in the Combined Project Areas with respect to debt service on the Bonds and any Parity Debt for the current fiscal year.

- Prepare a single report that includes the aforementioned tables and the Agency's Audited Financial Statements provided by staff.
- By the deadline of 15 business days in advance of March 1st, submit the report to the Dissemination Agent (currently Wells Fargo Bank) as required by the Official Statement for the Bonds.

PROJECT TEAM

The Principal-in-Charge of this engagement will be Tara Matthews. The engagement will be managed by Dominique Clark, Senior Associate. Other RSG staff will be assigned as needed. Resumes of our consultant team are available for your review at www.webrsg.com.

FEE SCHEDULE

Our services would be charged on a time-and-materials basis, in accordance with our current fee schedule below:

Principal / Director	$ 235
Senior Associate	$ 180
Associate	$ 160
Senior Analyst	$ 135
Analyst	$ 125
Research Assistant	$ 110
Technician	$ 80
Clerical	$ 60
Reimbursable Expenses	Cost plus 10%

RSG does not charge clients for mileage, parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate. We anticipate that a budget amount of **$46,000** will be needed for Successor Agency tasks for Fiscal Year 2020-21. Separate assignments and costs under the scope are shown below for your reference. However, if there are savings for a particular assignment, those savings may be applied to another assignment within the contract approval amount.

COST/ENGAGEMENT

1. ROPS and Successor Agency Administrative Support	$20,000
2. Prior Period Adjustment	$4,600
3. Reinstatement of City/Former RDA Loans	$5,000
4. Property Disposition	$10,000
5. Continuing Disclosure	Fixed Fee of $6,400
Budgeted Amount	**$46,000**

Thank you for the opportunity to assist the City and Successor Agency. If you have any questions, please do not hesitate to contact us.

Sincerely,
RSG, Inc.

Tara Matthews
Principal

Dominique Clark
Senior Associate

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 REMOVAL AND RESURFACING OF THE CITY-OWNED MAIN STREET SOUTH-WEST PARKING LOT 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 removal and resurfacing of the City-owned Main Street south-west parking lot as completed; and

2. File the Notice of Completion (NOC) with the Los Angeles County Recorder's Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 3, 2019, City Council awarded a contract to Premier Paving, Inc. (the "Contractor") to remove and resurface the City-owned Main Street south-west parking lot. The project commenced on April 6, 2020 and was completed on April 22, 2020.

The scope of work for the project consisted of grinding and removing two (2) inches of asphalt and replacing it with two (2) inches of IIIC3 PG 64-10 asphalt. The Contractor took out and hauled away existing signs, posts, and wheel stops where applicable.

Staff respectfully recommends accepting the removal and resurfacing of the City-owned south-west Main Street parking lot 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 using the Parking Business Improvement Fund. The project was budgeted in the December 3, 2019 staff report for a total project cost of $100,650. The final project cost was under budget at $91,500 (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 Main Street South-West Parking Lot Resurfacing Project

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

ATTACHMENT 1

REMOVAL AND RESURFACING OF THE CITY-OWNED MAIN STREET SOUTH-WEST PARKING LOT PROJECT

PROJECT BUDGET

Project Activity	Project Budget January 14, 2020	Actual Project Cost	Delta Change
Main Street Parking Lot Resurface	$91,500	$91,500	($0)
10% Contingency	$9,150	$0	($9,150)
TOTAL PROJECT BUDGET	**$100,650**	**$91,500**	**($9,150)**

Funding Cateogry	Allocated Project Budget	Final Funding Budget	Delta Change
Parking Business Improvement Fund 201-67-818-8121	$100,650	$91,500	($9,150)
TOTAL FUNDING BUDGET	**$100,650**	**$91,500**	**($9,150)**

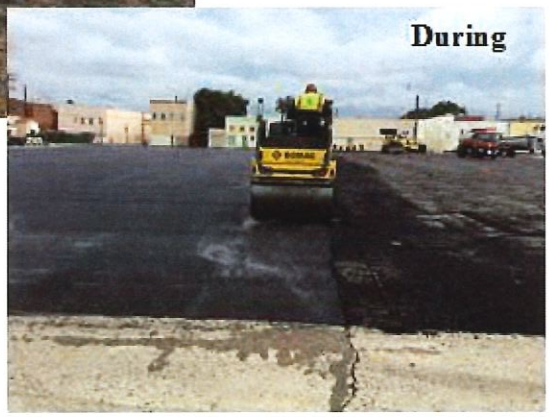
CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

ATTACHMENT 2

PROJECT PICTURES



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 ADOPT A RESOLUTION FOR FINAL TRACT MAP NO. 82512 AND ABANDONMENT OF EXISTING 30-FOOT SETBACK EASEMENT TO THE CITY OF EL MONTE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt a resolution authorizing the recordation of Final Tract Map No. 82512 and abandon the existing 30-foot setback easement to the City of El Monte.

BACKGROUND

Tract Map No. 82512 is a proposed detached residential subdivision project consisting of 5 units. The Planning Commission approved, and adopted this residential project by Resolution on May 14, 2019.

Resolution No. 3543 approved by the Planning Commission for 5-unit detached residential subdivision; per Tentative Tract Map No. 82512. It was determined this proposed project is permitted upon adoption of a Categorical Exemption and is consistent with the goals of the 2011 General Plan; therefore, no further environmental assessment is required.

Final Tract Map No. 82512 subdivides existing lots identified as APN: 8548-018-001 and 8548-018-002 into 5 lots and a common lot.

The purpose of this report is to recommend that the City Council approve Final Tract Map No. 82512 and abandon the existing 30-foot setback easement to the City of El Monte created with Tract Map No. 11202 recorded February 25, 1937.

The Developer's surveyor has completed the Final Map, which has been checked by the City's contract surveyor. The Final Map is now ready for the City Council's approval prior to recordation in the Office of the Los Angeles County Recorder.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The tentative map was submitted to the Planning Commission on May 14, 2019 in accordance with Chapters 16.10, 17.20, 17.22, and 17.26 of the El Monte Municipal Code (EMMC). The Final Map is being submitted to the City Council within the attached resolution (Attachment 1) in accordance with Chapter 16.16.080 of the EMMC.

The Developer has complied with all applicable Public Works Engineering and Planning conditions required to record the Final Map. The Developer will provide the required surety for all the conditions of approval required by the City pertaining to the proposed improvements in the city right-of-way.

FISCAL IMPACT/FINANCING

The Developer will pay all development fees and permits associated with the preparation and processing of subdivision documents as stated in the project conditions of approval in Resolution No. 3543 approved by Planning Commission on May 14, 2019. The Developer is solely responsible for the costs associated with the construction of the offsite street improvements for the 5-unit detached residential subdivision. Approval of this action will allow the Developer to maintain its project entitlements and upon completion of the project, generate additional tax revenues.

CONCLUSION

It is recommended that the City Council consider and adopt a Resolution to approve Final Tract Map No. 82512 for the 5-unit detached residential subdivision and abandon the existing 30-foot setback easement to the City of El Monte.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment:

1. Resolution

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING FINAL TRACT MAP NO. 82512 FOR THE FIVE-UNIT DETACHED RESIDENTIAL SUBDIVISION AND ABANDON THE EXISTING 30-FOOT SETBACK EASEMENT TO THE CITY OF EL MONTE

WHEREAS, on May 14, 2019, the Planning Commission for the City of El Monte ("City") approved Resolution No. 3543, which authorized a five (5)-unit detached residential subdivision (hereinafter, the "Project"); and

WHERAS, in Resolution No. 3543, the Planning Commission also approved Tentative Tract Map No. 82512; and

WHEREAS, the Planning Commission also determined that the Project qualified for a categorical exemption under the California Environmental Quality Act ("CEQA") because the Project meets the requirements set forth in Section 15183 of the State CEQA Guidelines – "Projects Consistent with a Community Plan, General Plan or Zoning"; and

WHEREAS, the Project developer's surveyor has now completed Final Tract Map No. 82512, and the City's contract surveyor has also reviewed Final Tract Map No. 82512; and

WHEREAS, Final Tract Map No. 82512 subdivides existing lots identified as APN 8548-018-001 and APN 8548-018-002 into five (5) lots and a common lot, which is attached and incorporated hereto as Exhibit "A"; and

WHEREAS, the Project developer must comply with all conditions of approval required by the Public Works and Engineering Departments and Planning Commission, and will provide required surety for all the conditions of approval for the proposed improvements in the City right-of-way; and

WHEREAS, there is an existing thirty (30)-foot setback easement to the City within Tract Map No. 82512, created with Tract Map No. 11202, recorded February 25, 1937 which City desires to abandon; and

WHEREAS, Final Tract Map No. 82512 is consistent with the prior development Project approvals imposed by the City, including Planning Commission Resolution No. 3543, and Final Tract Map No. 82512 is now ready for final approval by the City Council pursuant to Section 16.16.080 of the El Monte City Code; and

WHEREAS, it is appropriate for the City to take the actions set forth in this Resolution.

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

SECTION 1. The information set forth in the recital paragraphs of this Resolution are true and correct and is incorporated into the body of this Resolution by this reference.

SECTION 2. The City Council hereby finds and determines that the approval of the Final Tract Map No. 82512 is consistent with all Project requirements established in Planning Commission Resolution No. 3543 and all applicable general and specific plans.

SECTION 3. The City Council hereby finds and determines that Final Tract Map No. 82512 conforms to the requirements of the Subdivision Map Act and the provisions of Title 16 of the El Monte Municipal Code. The City Manager and the City Engineer or their designees, are hereby authorized and directed to edit or complete any certificates or other documents on behalf of the City as may be necessary to evidence the City's approval of the recordation of the Final Tract Map and conformance with the requirements of the Subdivision Map Act.

SECTION 4. The City Council hereby abandons the existing thirty (30)-foot setback easement located on Tract Map No. 82512 which was originally created with Tract Map No. 11202, recorded February 25, 1937.

SECTION 5. Subject to the cooperation and assistance of the Project's developer, the City Engineer, or authorized designee, shall cause Final Tract Map No. 82512 to be filed for recordation in the Office of the Recorder of Los Angeles County at no cost or expense to the City at the earliest feasible time following the adoption of this Resolution.

SECTION 6. This Resolution shall take effect upon its 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

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 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 of the City of El Monte

Exhibit "A"

Final Tract Map No. 82512

5 Number Lots
1 Letter Lot
Area = 48,022 sq. ft.

TRACT NO. 82512

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

BEING A SUBDIVISION OF LOTS 4 AND 5, BLOCK "G", TRACT NO. 11202, AS PER MAP RECORDED IN BOOK 197, PAGES 42 THOUGH 45, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR PLANNED RESIDENTIAL DEVELOPMENT PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE ALSO HEREBY RESERVE LOT "A", AS "COMMON INTEREST", "OPEN SPACE", "PUBLIC ACCESS", "PARKING", "LANDSCAPING", AND "PUBLIC UTILITY" TO OURSELVES, OUR SUCCESSORS, OUR ASSIGNEES AND OWNERS WITHIN THIS FINAL MAP.

_____ KENT HSIEH (OWNER)

_____ MARK HSIEH (OWNER)

NOTARY ACKNOWLEDGEMENT:

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) SS

ON _____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED KENT HSIEH AND MARK HSIEH WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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 _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i--viii) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED, AS THEIR INTEREST CAN NOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

THE PUBLIC, HOLDERS OF AN EASEMENT FOR LIGHT AND AIR PURPOSES AS DEDICATED ON TRACT NO. 11202, RECORDED IN BOOK 197, PAGES 42 TO 45 INCLUSIVE OF MAPS AND REGISTERED ON MAY 14, 1937 AS DOCUMENT NO. 6170-F.

RESIDENTIAL PLANNED DEVELOPMENT

THIS SUBDIVISION IS APPROVED AS A 5 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT PROJECT. THE OWNERSHIP OF THE COMMON AREA LOT A SHALL BE VESTED IN A HOMEOWNER'S ASSOCIATION MADE UP OF THE OWNERS OF THE RESIDENTIAL LOTS 1 THROUGH 5, INCLUSIVE, MEMBERSHIP IN THE HOMEOWNER'S ASSOCIATION SHALL BE INSEPARABLE FROM OWNERSHIP OF THE INDIVIDUAL LOTS.

TAX CERTIFICATES:

TAX 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 _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ 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 TRACT NO. 82512 AS REQUIRED BY LAW.

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

BY _____ DATE _____
DEPUTY

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETED FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN APRIL, 2018 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KENT HSIEH, IN APRIL, 2018. 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 ALL MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT TIE 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.

_____ DATE

_____ JACK C. LEE LS 8407
EXP. 3-31-2020

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N81°56'20"E FOR THE CENTERLINE OF FOREST GROVE STREET AS SHOWN ON MAP OF TRACT NO. 11202 RECORDED IN BOOK 197, PAGES 42 THROUGH 45, INCLUSIVE, OF MAPS, RECORDS 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.

_____ LEONARDO TORRES
CITY ENGINEER, CITY OF EL MONTE
R.C.E. 83125
EXPIRATION: 3/31/2021

_____ DATE

CITY CONTRACT SURVEYOR'S CERTIFICATE:

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

_____ MICHAEL NAVARRO
L.S. NO. 7848
EXPIRATION: 12/31/2020

_____ DATE

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF EL MONTE BY MOTION PASSED ON THIS _____ DAY OF _____, 20____, APPROVED THE ATTACHED MAP.

_____ CATHERINE A. EREDIA
CITY CLERK – CITY OF EL MONTE

_____ DATE

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 THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ BRUCE FOLTZ
FINANCE DIRECTOR
CITY OF EL MONTE

_____ DATE

ABANDOMENT NOTE:

THE 30 FEET WIDE SETBACK EASEMENT RECORDED ON TRACT NO. 11202, MB 197-42-45 AND LOCATED AT THE SOUTH SIDE OF THE PROPERTY IS TO BE ABANDONED PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA GOVERNMENT CODE AND THAT RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE LISTED EASEMENT, SAID EASEMENT NOT SHOWN HEREON.

_____ CATHERINE A. EREDIA
CITY CLERK – CITY OF EL MONTE

_____ DATE

CITY PLANNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF TRACT NO. 82512 WAS APPROVED AT A MEETING HELD ON THE FOURTEEN DAY OF MAY, 2019. I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

_____ JASON MIKAELIAN
PLANNING SERVICES MANAGER,
CITY OF EL MONTE

_____ DATE

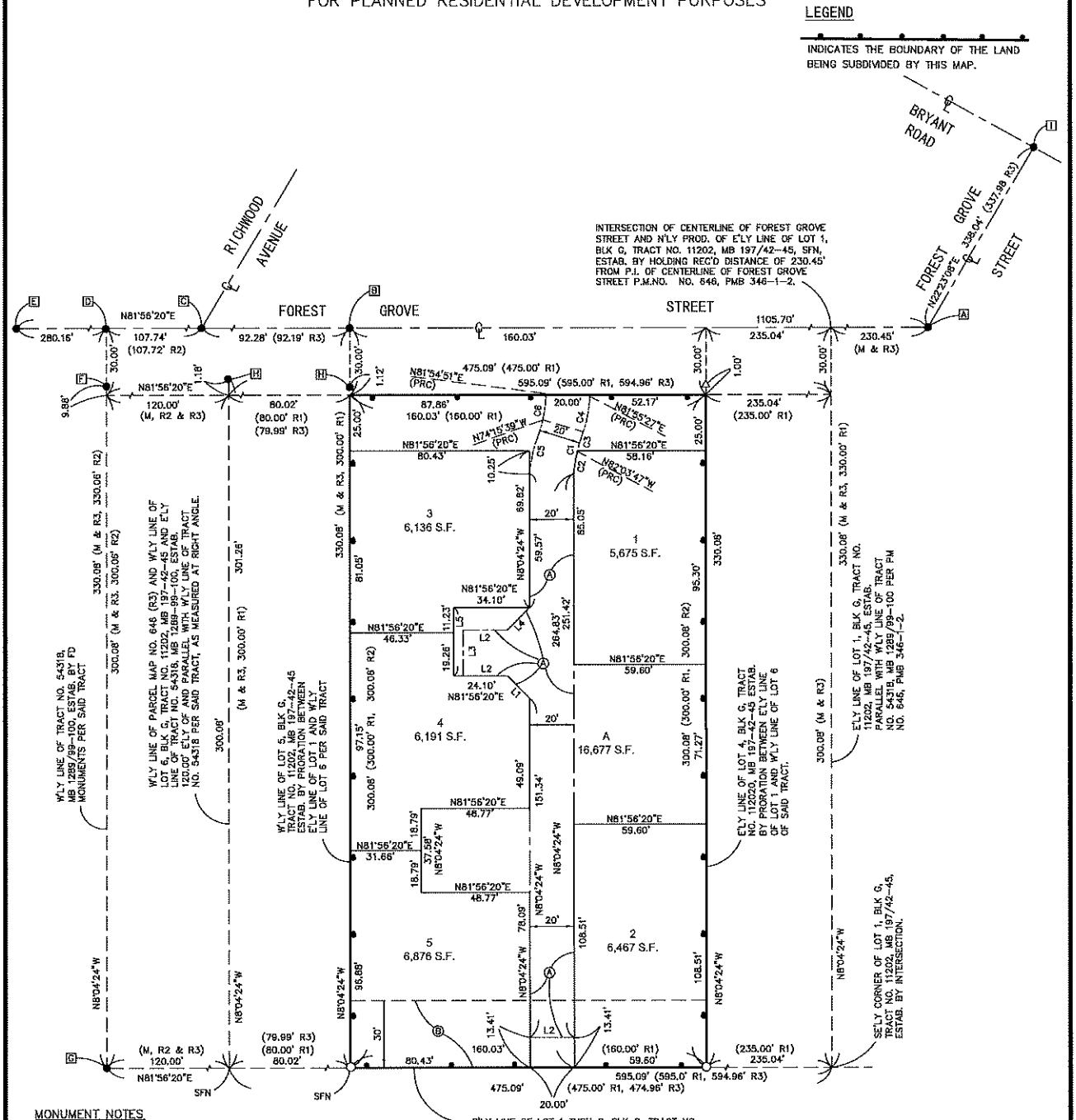
SCALE: 1"= 30'

SHEET 2 OF 2 SHEETS

TRACT NO. 82512

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

FOR PLANNED RESIDENTIAL DEVELOPMENT PURPOSES



MONUMENT NOTES

- ● FD MONUMENT AS NOTED
- [A] P.I., FD C.E. SURVEY MONUMENT IN WELL PER LA CO. PWFB 1428/955, 956
- [B] FD S&W, LS 6999, NO REFERENCE, ACCEPTED AS THE INTERSECTION OF CENTERLINE OF FOREST GROVE STREET AND N'LY PROD. OF E'LY LINE OF P.M. NO. 646, PMB 346/1-2.
- [C] FD SHANK PER P.M. NO. 646, PMB 346/1-2
- [D] FD S&W, LS 6924 PER TRACT NO. 54318, MB 1289-99-100
- [E] FD S&W, LS 6281, NO REFERENCE, ACCEPTED AS THE INTERSECTION OF CENTERLINE OF FOREST GROVE STREET AND N'LY PROLONGATION OF E'LY LINE OF P.M. NO. 589, PMB 302-72-73.
- [F] FD L&T, TAG ILLEGIBLE AT THE POSITION OF FD L&T, LS 6924 PER TRACT NO. 54318, MB 1289-99-100
- [G] FD L&T, LS 6924 ON TOP OF WALL PER TRACT 54318 MB 1289-99-100
- [H] FD L&T, LS 6999, NO REFERENCE. ACCEPTED AS POINT ON P/L PROD.
- [I] FD 4 PM's ON SMH PER LA CO. RDFB 1428-511, 512, FITS 2 FD L&T TIES TIES PER LA CO. PWFB 1428-940
- △ SET NAIL AND TAG LS 8407 ON SIDEWALK.
- ○ SET NAIL AND TAG LS 8407 IN TOP OF WALL, 6" ABOVE GRADE.

RECORD DATA NOTES:

R1 : TRACT NO. 11202, MB 197/42-45
R2 : TRACT NO. 54318, MB 1289/99-100
R3 : P.M. NO. 646, PMB 346/1-2
( ) RECORD OR CALCULATED DATA
M : MEASURED DISTANCE
SFN: SEARCHED AND FOUND NOTHING

CURVE DATA

NO	RADIUS	DELTA	LENGTH
C1	37.15'	23°46'45"	15.44'
C2	37.15'	16°00'37"	10.38'
C3	37.15'	07°48'08"	5.06'
C4	50.14'	23°48'54"	20.84'
C5	57.15'	23°48'45"	23.75'
C6	30.14'	23°49'30"	12.53'

LINE DATA

NO	BEARING	LENGTH
L1	N53°00'58"W	14.16'
L2	N81°56'20"E	20.00'
L3	N08°04'30"W	20.00'
L4	N35°34'26"E	14.49'
L5	N08°04'24"W	30.49'

EASEMENT NOTES:

(A) PRIVATE DRIVEWAY AND FIRE LANE

(B) 30' WIDE EASEMENT OF THE CITY OF EL MONTE SUCCESSOR IN INTEREST TO THE COUNTY OF LOS ANGELES FOR LIGHT AND AIR PURPOSES AS SHOWN ON TRACT NO. 11202, MB 197-42-45.

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 PURCHASE ORDER WITH JCL TRAFFIC FOR STREET SIGNS AND STREET SIGN EQUIPMENT ON AN AS NEEDED BASIS FOR AN AMOUNT OF $45,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a purchase order with JCL Traffic for street signs and street sign equipment on an as needed basis for an amount of $45,000.

BACKGROUND

The City of El Monte Public Works Maintenance Division is responsible for maintaining all street signs and mounting equipment citywide. Public Works will replace the street sign if the sign is faded, lacking reflectivity, stolen, vandalized, and/or broken/damaged. The Public Works Department also responds to Traffic Safety Committee street sign requests, which includes replacing signs and adding new signs.

PURPOSE/JUSTIFICATION OF RECOMMEDED ACTION

Public Works has been proactively implementing the City street sign replacement plan, which replaces street signs from City limit to City limit along major thoroughfares. This project will continue and Public Works will also replace all faded, non-reflective, stolen, vandalized, and/or broken/damaged signs throughout the City.

The City of El Monte Public Works Department solicited three (3) quotes from street sign supply vendors (Attachment 1). Each vendor was asked to quote four (4) common street signage supplies: stop sign, speed limit sign (24"x30" and 18"x24"), and no parking signs. JCL Traffic provided the lowest qualified pricing, so staff recommends

approval of a purchase order with JCL Traffic for street signs and street sign equipment on an as-needed basis for an amount not-to-exceed $45,000.

FISCAL IMPACT/FINANCING

Approval of this recommended purchase order will have no impact on the General Fund. The Public Works Department will budget Measure M funds in Fiscal Year 2020-21 under account number 225-67-682-6211 to offset the $45,000 purchase order to supply street signs and sign equipment.

CONCLUSION

Staff recommends that the City Council approve a purchase order with JCL Traffic for an amount of $45,000 for street signs and street sign equipment on an as needed basis.

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

ATTACHMENT 1

LIST OF BIDS

Vendor	Bid
JCL Traffic	$3,549.48
Roadline Products	$3,828.00
Zumar	$3,983.54
Nexus	
Bid totals were based on the price for four (4) commonly purchase street sign items, quanity of each item was twenty (20): 30"x30" Stop Sign, 24"x30" Speed Limit Signs, 18"x24" Street Sweeping Signs, and 18"x24" No Parking Signs.	

JCL TRAFFIC
P.O. Box 1399, Montebello, CA 90640
Phone (213) 622-9775

QUOTE

Quote #:	Date
7606	4/21/2020

SERVICES

Name / Address	Ship To
City of El Monte 11333 Valley Boulevard El Monte, CA 91731	Chris Ortiz 3900 Arden Drive El Monte, CA. 91731 (626) 580-2250; 'cortiz@elmonteca.gov' ** Will Call **

Terms	Rep	Project
Net 30	JW	

Qty	Item Code	Description	Cost	Total
20	R1-1 30" Hi/F-cal	30x30" (R1-1) STOP Sign .080 HIP w/ 1160 Overlay	57.85	1,157.00T
20	R2-1 Speed Limi...	24x30" (R2-1) Speed Limit 35 .063 Avery HiInt. w/ Avery Overlay	44.69	893.80T
20	063 HiInt.	18x24" City of El Monte Street Sweeping Sign .063 Avery HiInt. w/ Avery Overlay	29.40	588.00T
20	063 HiInt.	24x30" City of El Monte Street Sweeping Sign .063 Avery HiInt. w/ Avery Overlay	44.69	893.80T
20	063 HiInt.	18x24" No Parking Signs .063 Avery HiInt. w/ Avery Overlay	29.40	588.00T

$ 3226.80
10% Tax: $ 322.68
$ 3549.48

Sales Tax (9.5%)	$391.46
Total	**$4,512.06**

This Quote is based on the terms stated. There will be a 1.5% per month fee added to all invoices unpaid outside of the stated terms.

Traffic Supply Quotes

Company Name: Roadline Products

Address: 13055 Tom White Way #E Norwalk, CA

Contact Person: Scott Givens

Date: 6/10/20

Qty.	Product	Price of Item	Total
20	30x30" (R1-1) STOP Sign .080 HIP w/1160 Overlay	$52.00	$1,040.00
20	24x30" (R2-1) Speed Limit 35 .063 Avery Hilnt. w/Avery Overlay	$45.00	$900.00
20	18x24" City of El Monte Street Sweeping Sign .063 Avery Hilnt. x/Avery Overlay	$36.00	$720.00
20	18x24" No Parking Signs .063 Avery Hilnt. w/Avery Overlay	$41.00	$820.00
	Sales Tax 10%		$266.00
	Total		$3,746.00

Pricing is for HIP 3M Sheeting for all

ZUMAR
SINCE 1947
Celebrating 70 Years

ISSUE PO TO
ZUMAR
12015 Steele Street South
Tacoma, WA 98448

ESTIMATE
ESTIMATE NUMBER: 27657
DATE ESTIMATED: 6/1/2020

BILL TO
CITY OF EL MONTE
EMAIL FDREVDAHL@ELMONTECA.GOV
3990 ARDEN DRIVE
EL MONTE, CA 91731 US

SHIP TO
CITY OF EL MONTE
EMAIL FDREVDAHL@ELMONTECA.GOV
3990 ARDEN DRIVE
EL MONTE, CA 91731 US

CUST. NO.	ACCOUNT MANAGER	TERMS	FOB	ESTIMATED SHIP DATE
000365	Marina Robles	Net 45	FOB Origin	

TAX: $ 362.14 TOTAL FOR ESTIMATE: $ 3983.54

ITEM	PART NUMBER / DESCRIPTION	QUANTITY ESTIMATED	UNIT PRICE	UOM	TOTAL PRICE
001	210-320 R1-1 STOP 060 30O 3930 1160A 1B	20	55.63	EA	1,112.60 USD
002	210-1944 R2-1(35) SPEED LIMIT 35 063 24X30 3930 1160A 1P	20	48.14	EA	962.80 USD
003	210-1739 SPECIAL 1 COLOR PRINT 063 18X24 3930 1160A El Monte Street Sweeping signs NS	20	38.65	EA	773.00 USD
004	210-741 R26a NO PARKING ANYTIME 063 18X24 3930 1160A NS	20	38.65	EA	773.00 USD

107 Tax-
$ 3983.54

TOTAL FOR ESTIMATE : 3,621.40 USD

This is a quotation on the goods named above and is subject to the conditions noted below:

CITY OF EL MONTE

EL MONTE POLICE DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

July 1, 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 FOR THE CONTINUATION OF THE HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF EL MONTE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Helicopter Program Participation Agreement between the County of Los Angeles and the City of El Monte to provide aviation support to the El Monte Police Department for a four (4) year term in an amount not to exceed $15,000 yearly; and
2. Authorize the City Manager, or her designee, to execute the Helicopter Law Enforcement Services Agreement.

BACKGROUND

Since 1993, the City of El Monte has operated a Police Helicopter Program. The Air Support Program operates four (4) days a week. Since critical emergencies happen without regard for the operational plan of our police helicopter resources, the Department entered into an ongoing Agreement with the Los Angeles County Sheriff for Helicopter Support Services in case of emergencies. This is a renewal of the contract to set pricing in the event of required helicopter services provided to the El Monte Police Department by the Los Angeles County Sheriff for law enforcement operations. This agreement only sets a billable hourly rate for services and does not set a minimum or maximum level of service.

DISCUSSION

This ongoing Agreement has been mutually beneficial to both agencies as our Air Support Helicopter crews work closely together in the region. The ability for the El Monte Police Department to work together with law enforcement partners provides for a safer community in the region. Over the years, the Department has occasionally received billing related to the helicopter services. The use of Mutual Aid Agreements is the most common means of support, but this contract services Agreement is required by County Counsel for contract services.

FISCAL IMPACT/FINANCING

The County of Los Angeles Sheriff has requested the hourly billing value to adjust at the direction of the County Board of Supervisors in this new Agreement. The current hourly billing rate is for the reimbursement of Helicopter Resources of $1,456.06 per hour (as of July 1, 2020). This is billed when conditions are met that do not meet the Agreements for Mutual Aid or reciprocity cooperation by our Air Support Unit. In the last two (2) fiscal years, the Department has paid $5,000, related to this existing Agreement with Los Angeles County.

This Agreement provides for aviation support to the El Monte Police Department for a four (4) year term in an amount not to exceed $60,000.

CONTRACTING PROCESS

The proposed contractual Agreement was recently submitted to the City Attorney's for the purposes of legal review, the incorporation of consistent structure and legal language. The contract was approved by the City Attorney's Office. The primary change in language of the Agreement is the ability of the County Board of Supervisors to set the hourly cost in future years.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on other City services. This action is required for cooperative operations between all law enforcement and the Los Angeles County Sheriff's Office for future operations that may involve Helicopter Services.

CONCLUSION

It is recommended that the City Council consider and approve the attached Agreement between the City of El Monte and the County of Los Angeles for the continuation of the Helicopter Law Enforcement Services.

Respectfully submitted,

Alma K. Martinez
City Manager

DAVID R. REYNOSO
Chief of Police

ATTACHMENT 1: Helicopter Law Enforcement Services Agreement by and Between County of Los Angeles and the City of El Monte; including Attachment "A" and Attachment "B"

DATE: July 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF EL MONTE

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ATTACHMENT A: Helicopter Law Enforcement Services Master Rate Sheet
ATTACHMENT B: Los Angeles County Sheriff's Department Air Support Policy - Field Operations Directive 89-8 (Revised 03-02-93)

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF EL MONTE

This Helicopter Law Enforcement Services Agreement ("Agreement") is entered into this _____ day of _____, 2020, by and between the County of Los Angeles ("County") and the City of El Monte ("City")

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, this Agreement is authorized by Sections 56 ½ and 56 ¾ of the County Charter and California Government Code section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County, by and through the Sheriff's Department, agrees to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.

1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the El Monte Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for

deployment when requested by the City to perform the services herein. The Sheriff's Department may cancel the provision of services at any time whatsoever if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the El Monte Police Department's ground units via the El Monte Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.

1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.

2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.3 With regard to Paragraphs 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.

2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.

2.5 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.

2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

3.1 The City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

3.2 The County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or

connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall commence July 1, 2019 or upon execution by the Sheriff of the County, whichever is later, and shall terminate June 30, 2024, unless sooner terminated or extended in whole or in part as provided for herein.

4.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.

5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

6.1 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement.

6.2 The hourly billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement shall be readjusted annually by the County Auditor-Controller effective July 1 of each year, published by the County,

and attached as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and practices adopted by the County Board of Supervisors.

6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.

6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Attachment B (Los Angeles County Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)) of this Agreement. Final determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Department Aero Bureau.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

7.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

8.0 AMENDMENTS

8.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

8.2 Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any supplemental agreements referenced in Paragraph 7.2 of this Agreement.

8.3 In accordance with Paragraph 6.2 above, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet). The revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

9.1 A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

10.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

10.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

11.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Bureau Captain
211 West Temple Street, 7th Floor
Los Angeles, California 90012

12.3 Notices to the City shall be addressed as follows:

City of El Monte
Attn: Chief of Police
11333 Valley Blvd
El Monte, California 91731

City of El Monte
Attn: City Manager
11333 Valley Blvd
El Monte, California 91731

13.0 VALIDITY

13.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

14.1 No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

15.1 This Agreement, including Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) and Attachment B (Los Angeles County Sheriff's Department Air Support Policy - Field Operations Directive 89-8 (Revised 03-02-93)), and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement.

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HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF EL MONTE

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its authorized representative.

COUNTY OF LOS ANGELES

By _____
Alex Villanueva, Sheriff

Date _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

CITY OF EL MONTE

By _____
Alma Martinez, City Manager

APPROVED AS TO FORM:

By _____
City Attorney

Date June 10, 2020

APPROVED AS TO CONTENT:

By _____
David Reynoso, Chief of Police

Date _____

ATTACHMENT A

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

Helicopter Law Enforcement Services Master Rate Sheet

As set forth in Section 6.0, Billing Rates, this Attachment establishes the hourly billing rate for agreed upon helicopter law enforcement services performed by the County for the Fiscal Year 2020/2021, commencing on July 1, 2020.

Hourly Rate: **$1456.06**

Attachment B

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

DATE: March 2, 1993

OFFICE CORRESPONDENCE

FROM: JAMES M. CALLAS, CHIEF
WILLIAM A. BAKER, CHIEF
LARRY L. ANDERSON, CHIEF
FIELD OPERATIONS REGIONS

TO: UNIT COMMANDERS

SUBJECT: FIELD OPERATIONS DIRECTIVE 89-8 **(REVISED 03-02-93)**

AIR SUPPORT POLICY

The purpose of this directive is to provide guidance to all personnel concerned with using, ordering, or providing air support to ground law enforcement units. It constitutes the policy of this Department and may involve the basis for recovering any monetary reimbursement for providing air support service.

AIR SUPPORT IN UNINCORPORATED AREAS:

The Sheriff's Department provides helicopter patrol of the unincorporated areas, as available.

AIR SUPPORT IN CITIES WHEN A LIFE-THREATENING SITUATION OR A MUTUAL AID REQUEST EXISTS:

The Sheriff's Department will provide air support free of charge, as available, to the policing agency of any city within Los Angeles County under the following criteria:

1. When a situation exists that is life-threatening to a citizen or police officer. (The initiator of requests for air support must be able to reasonably articulate why a life was directly threatened.)

2. When an air unit monitors and responds to the following specifically identified types of activity and call codes that are designated as inherently life-threatening:

   187 - Murder
   207 - Kidnapping
   211 - Robbery
   217 - Attempt Murder

245 - Assault with a Deadly Weapon
246 - Shooting at an Inhabited Dwelling
261 - Rape
417 - Person with a Weapon
451 - Arson
904 - Fire
997, 998, 999 - Officer needs help or assistance
FP, VP - Foot or Vehicle Pursuit

3. The original nature of the call determines its character and not the circumstances when concluded. Example: If an air unit responds to a 211 call and it is subsequently determined to be a 415 call, the air support will be free to the concerned city agency.

4. Upon the request from any city for mutual aid, the criteria required under the State Master Mutual Aid agreement must be satisfied. These requests are routinely expressed to the Watch Commander at a Sheriff's Station as identified in Enclosure 1-3 to the Los Angeles County Multi-Hazard Functional Plan. Response under circumstances described in 1-3 are considered "county wide" in nature, and supported by the County General Fund.

AIR SUPPORT IN CITIES OF A NON-LIFE-THREATENING OR NON-MUTUAL AID NATURE:

The Sheriff's Department may provide, as available, air support to ground units in any city, which are involved in non-life-threatening or non-mutual aid activities, on a fee basis according to rates established by the Los Angeles County Auditor-Controller.

While most support services are included in the contract rate for patrol service, air service is not. Therefore, it is critical that Watch Commanders become quickly involved in the decision making process of determining the duration of the air unit's involvement since these costs could be passed on to the contract city. Desk personnel shall immediately notify the Watch Commander when an air unit is requested or when the air unit has self-initiated a response to a call within a contract city.

The air unit has the prerogative to respond to a call likely to require air support, without first being requested, in order to have aerial support over the location as soon as possible. The air unit shall advise SRC on the appropriate radio frequency that it is responding. A Watch Commander can decide to terminate the response or support and the air unit shall comply. If the air unit has arrived over the site of an incident that is not listed as inherently life-threatening and it is determined to be non-life-threatening, the service time is billable to the contract city up to the time the air unit is discontinued by the Watch Commander or the air unit returns to other duties or regular patrol.

While it is recognized that all situations are not always clear, Unit Commander discretion in changing billable call codes to non-billable, or visa versa, is limited.

If a Unit Commander does deem changes appropriate, he/she should have ample reasons for the change.

STATION/BUREAU PROCEDURES:

The Aero Bureau will provide support service as described within the above policy. The time spent handling all air support will be documented. Each Aero Bureau patrol crew will complete an "Aero Bureau Log" at the end of each shift documenting all service activity provided in unincorporated areas or cities. At the end of each month, Aero Bureau shall prepare a report synopsizing the aerial support provided to each contract city. Station Commanders shall receive a copy of this report for each contract city in their respective station area, not later than the fifth of each month.

Each station is required to record Aero Bureau support activity for contract cities in the station area on a daily basis. A "Station Aero Bureau Request Log" shall be maintained by the Watch Deputy, under the direction of the Watch Commander. It will reflect emergent, non-emergent, and mutual aid deployment of Aero units in the station's area of responsibility, and shall be submitted to the station's operations personnel daily. Upon receipt of the monthly Aero Bureau Activity Report for contract cities, The Unit Commander shall ensure that the station's log and the Aero Bureau's report is compared and a list of billable and non-billable activity for each contract city is compiled. By the seventh day of each month, Station Commanders shall submit a memorandum, listing the type, location, and time spent on aerial activity, to the Commander of the Contract Law Enforcement Bureau, with a copy to the concerned contract city manager. This memorandum shall reflect both billable and non-billable activity.

JAMES M. CALLAS, CHIEF
FIELD OPERATIONS REGION I

WILLIAM A. BAKER, CHIEF
FIELD OPERATIONS REGION II

LARRY L. ANDERSON, CHIEF
FIELD OPERATIONS REGION III

CITY OF EL MONTE

FINANCE DEPARTMENT
CITY COUNCIL AGENDA REPORT

REGULAR CITY COUNCIL MEETING OF JULY 7, 2020

June 23, 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 ADOPTION OF A RESOLUTION CONTINUING THE FISCAL YEAR 2019-2020 BUDGET THROUGH AUGUST 30, 2020, PENDING ADOPTION OF THE CITY'S FISCAL YEAR 2020-2021 ANNUAL BUDGET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and adopt a Resolution extending the FY 2019-2020 Budget through August 30, 2020, to ensure the continual delivery of City services, pending the adoption of the Fiscal Year 2020-2021 Annual Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 19, 2020, California's Governor declared a statewide stay-at-home order and declared all nonessential businesses to close operations to prevent the spread of the Coronavirus. In light of the COVID-19 pandemic, various departments began working modified schedules and working remotely whereby socially distancing themselves in order to prevent the spread of the virus. As a result, many of the City's functions have been delayed including the preparation of the Fiscal Year 2020-21 operating and capital budget. As of June 30, 2020, the proposed budget for FY 2020-21 had not been formally adopted by City Council.

There is no State statutory requirement that mandates municipalities to adopt a budget by the end of the fiscal year. However, under California Government code sec. 53901 requires each local agency to file its budget with the County Auditor within 60 days after the beginning of the new fiscal year. If the agency does not have a formal budget it must file a list of anticipated revenues and expenditures for the fiscal year in progress with the County.

Typically, most municipalities and special districts establish internal budget policies which mandate that an annual budget must be adopted prior to the end of the fiscal year preceding the implementation of the new fiscal year budget. Currently, the City of El

Monte's Municipal Code does not specify such language or the necessity to adopt a budget before the beginning of the new fiscal year. However, under the El Monte's Municipal Code Section 3.24.100 pertaining to availability of funds; states that no purchase orders for supplies, materials, equipment or services in excess of one thousand dollars ($1,000.00) shall be issued unless there exists an unencumbered amount in the current fiscal budget against which said purchases to be, or may be, charged. As a result, no purchases in excess of $1,000 shall be incurred without a formal adopted budget for the new fiscal year. Therefore, staff is requesting to extend the FY 2019-20 budget through August 30, 2020 to allow for the purchases of goods and services in order not to interrupt key daily operations of the City.

FISCAL IMPACT/ FINANCING

During this budget "extension" period, it is expected that all Directors and City staff will manage their departmental expenses with added vigilance and expect that only mission critical expenditures will made until the FY 2020-2021 Budget is finalized.

CONCLUSION

It is recommended that the City Council approve an extension of the Fiscal Year 2019-2020 budget through August 30, 2020, to allow for the formal adoption of the FY 2020-21 annual budget. This action will allow for continuity of key essential services and allow departments to operating within the purchasing policy established by the City's Municipal Code Section 3.24.100.

Respectfully submitted,

ALMA MARTINEZ
City Manager

BRUCE FOLTZ
Finance Director

Attachments:

1. Resolution to continue the FY 2019-20 Operating and Capital Budget

DATE: JULY 07, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA CONTINUING THE FISCAL YEAR 2019-2020 ANNUAL BUDGET AND AUTHORIZING NORMAL AND NECESSARY EXPENSES FOR THE CITY OF EL MONTE PENDING ADOPTION OF THE CITY'S FISCAL YEAR 2020-2021 ANNUAL BUDGET

WHEREAS, the Finance Division of the City of El Monte is in the process of finalizing a proposed Fiscal 2020-2021 budget for review and possible approval by the El Monte City Council ("City Council"); and

WHEREAS, City staff anticipates that a proposed Fiscal Year budget will be approved by City Council no later than August 31, 2020; and

WHEREAS, it is necessary for the City to continue its necessary and normal operations and to pay for necessary purchases and services during the interim period between June 30, 2020 and the final adoption of a Fiscal Year 2020-2021 budget by or before August 30, 2020.

NOW, THEREFORE, the City Council of the City of El Monte does hereby resolve as follows:

SECTION 1. The City Council continues the Fiscal Year 2019-2020 budget pending adoption of the Fiscal Year 2020-2021 budget by or before August 30, 2020. This authority extends to normal and usual operations and resultant expenditures and does not authorize any expenditure for new programs or projects except as a continuation of those authorized in the Fiscal Year 2019-2020 budget.

SECTION 2. The City Manager acting in consultation with the Finance Director is hereby authorized to make normal and necessary expenditures as is may be necessary to keep the City in continuous operation between June 30, 2020 and the adoption of the Fiscal Year 2020-2021 budget by or before August 31, 2020.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council.

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

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

_____
Catherina A. Eredia, City Clerk
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, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at an adjourned regular meeting of said City held on this _____ day of _____, 2020, and that said Resolution 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

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 25, 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 MAYORAL NOMINATIONS FOR ALTERNATES TO THE EL MONTE FARMERS' MARKET STEERING COMMITTEE AND FOR MEMBERS OF THE EL MONTE FARMERS' MARKET CITIZEN ADVISORY COUNCIL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Mayoral nominees to serve as alternates to the El Monte Farmers' Market Steering Committee; and
2. Approve the Mayoral nominees to serve as members to the El Monte Farmers' Market Citizen Advisory Council.

BACKGROUND

On June 2, 2020, El Monte City Council (the "City Council") unanimously approved Resolution No. 10136 establishing the El Monte Farmers' Market Steering Committee ("Committee"). The Committee is generally tasked with working with City staff to implement efforts to establish a farmers' market in the City of El Monte (the "City"). The establishment of a farmers' market serves the public health and welfare by providing El Monte residents with healthy and affordable food options so often lacking in non-wealthy communities. 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. It is the Committee's mission and the mission of the City to address these issues and the establishment of a farmers' market is an effective first step.

The Committee's membership is composed of the City's seven (7) executive team members: the City Manager, the Director of Community and Economic Development, the Director of Public Works, the Director of Finance, the Director of Parks and Recreation, the City Attorney, and the Chief of Police. The City Manager serves as the Committee Chairperson. Each Committee member is authorized to nominate an alternate to serve in the member's absence.

The Committee is also tasked with recommending members to serve on a citizen advisory body referred to as the El Monte Citizen Advisory Council (the "Advisory Council"). The Advisory Council will be tasked with providing community perspective and input on efforts to establish the farmers' market.

DISCUSSION

Because El Monte has an elected Mayor, the power to nominate persons to serve on City boards, commissions, and committees is reserved to the Mayor per Government Code Section 40605. The Mayor's nominations, however, are subject to approval by the City Council acting as a body. Accordingly, any recommendations for the selection of alternates to the Committee or for members to serve on the Advisory Council must be presented by the Mayor as nominations of the Mayor which must in turn, be voted on by the City Council as a body for approval.

At the Committee's meeting on June 25, 2020, the Committee unanimously approved the following persons to serve as alternates to the Committee:

1. Alma K. Martinez, City Manager nominated Manny Perez as Chairperson
2. Betty Donavanik, Director of Community and Economic Development nominated Mayor Pro-Tem Maria Morales
3. Braden Yu, Director of Public Works nominated Councilmember Jerry Velasco
4. Bruce Foltz, Director of Finance nominated Anne Blakeley
5. David Reynoso, Chief of Police nominated Sgt. Richard Luna
6. Rick Olivarez, City Attorney nominated Deputy City Attorney Richard Padilla

The acting Director of Parks and Recreation, Sal Mendez, is also a primary member of the Steering Committee but has not yet recommended an alternate. The Mayor has been presented with these recommendations for alternates to the Committee and has agreed to submit them to the City Council as his nominations.

Similarly, Committee members met to discuss submitted applications for the Advisory Council. The Committee received three (3) applications from interested residents and community stakeholders. Committee members then voted unanimously to recommend the following persons to serve on the Advisory Council:

1. Catherine E. Eredia, DEMBA Secretary
2. Blanca Medina, DEMBA President
3. Pauline Cazares, DEMBA Special Event Planner

The Citizen Advisory Council has seven (7) available seats. Committee members are currently accepting applications to fill the remaining seats. Due to the short time frame before the opening of the Farmers' Market on July 9, 2020, the Committee presented the first three (3) nominations to Mayor Quintero. Mayor Quintero accepted the Committee's recommendation and presents these names as his official nominations to the Advisory Council, in order to solicit the input of the Downtown El Monte Business Association during planning activities.

FISCAL IMPACT/FINANCING

The appointment of alternates to the Steering Committee and the appointment of the Citizen Advisory Committee will have no fiscal impact to the City's General Fund. The vendors participating in the Farmers' Market will be required to pay fees which will assist in the City's cost recovery to operate the Farmers' Market.

CONCLUSION

It is recommended that the City Council approve the list of Mayoral nominees to serve as alternates to the El Monte Farmers' Market Steering Committee; and the list of members to serve as members to the El Monte Farmers' Market Citizen Advisory Council.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

DATE: July 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 A RESOLUTION APPROVING A WRITTEN REPORT DETAILING THE AMOUNT OF THE ANNUAL ASSESSMENT TO BE LEVIED UPON THE OWNERS OF REAL PROPERTY PARCELS THAT COMPRISE THE KLINGERMAN/BONWOOD WASTE DISPOSAL SERVICE AREA AND DIRECTING THAT THE SAME BE SUBMITTED TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER FOR PLACEMENT ON THE FISCAL YEAR 2020-2021 PROPERTY TAX ROLL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the Public Hearing;

2. Receive brief presentation of City staff and pose questions to City staff;

3. Receive public comment, if any; and

4. Consider and approve the Resolution approving the written report detailing the sums to be levied upon individual real property parcels that receive trash collection services in the Klingerman/Bonwood service area, and directing that the same be submitted to the Los Angeles County Auditor-Controller for Placement on the Fiscal Year 2020-2021 property tax roll.

BACKGROUND

On April 13, 1999, approved Resolution No. 7939 which found and determined the following:

- That the City Council had authority to designate certain areas of the City to be subject to the requirement of an exclusive franchise for waste collection services;

- That the City Council conducted a public hearing to determine whether the area of Bonwood Road and Haber Avenue South of Klingerman Avenue is an area for which an exclusive franchise for refuse collection should be issued;
- That said area is described under Exhibit A to Resolution No. 7939;
- There are a number of multi-unit family developments on properties within the area described in Exhibit A of Resolution No. 7939;
- Tenants in multi-family residential units located on properties in the area were improperly depositing refuse in waste collection containers located in other properties in the area without consent; and,
- The owners of the properties located within the Klingerman/Bonwood area could continue to fail to provide adequate refuse collection services unless an exclusive franchise for the area was granted to a qualified operator.

On July 27, 1999, the City Council approved Resolution No. 7964 instructing City staff to determine the cost of waste collection by the number of dwelling units and have the annual cost for solid waste collection services placed on the County property tax by direct assessment with the Los Angeles County Auditor-Controller.

Valley Vista Services (VVS) entered into an updated exclusive franchise agreement with the City for Citywide collection of solid waste and recyclables which was approved by the City Council on November 20th, 2018 with services beginning May 1, 2019. The agreement includes the Special Service Area known as the Klingerman/Bonwood Multi-Family Residential Sector.

The City Council approves the collection of payment for these trash services annually as an assessment on the Los Angeles County property tax bills. This must be done annually and a public hearing is required each year.

Per section 5471 of the Health & Safety Code, a municipality may prescribe, revise and collect fees, tolls, rates, rentals, or other charges for services and facilities furnished by it in connection with the municipality's provision of sanitation services via VVS. Per section 5473, a municipality that has adopted an ordinance establishing the type of assessment contemplated under Division 5, part 3, Chapter 6, Article 4 of the Health & Safety Code may elect to have such charges collected on the tax roll in the same manner and at the same time as general taxes, provided the municipality prepares a written report (the "Report") each year. The Report must contain a description of each parcel of real property receiving such services and the amount of the charge for each parcel for the year, computed in conformity with the charges prescribed by ordinance or resolution.

As part of the annual levy of the assessment for the Klingerman/Bonwood Special Service Area, the City Council must conduct a public hearing to approve the Report and the trash service contained therein for each real property parcel before placing the annual levy for the sanitation charges on the annual tax roll.

On May 11, 2020 and May 25, 2020, the City provided notification of the public hearing to all residents and property owners in the Klingerman/Bonwood Special Waste Area.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Klingerman/Bonwood Special Waste Area is comprised of 43 parcels, bound by Klingerman Avenue to the north, Peck Road to the east, Tyler Avenue to the west, and Bonwood Drive to the south. Each individual parcel has a varying number of units ranging from 4 to 12 units. In total, there are 296 units.

The assessment for 2021 is $398.73 per unit (total assessment is $118,024.08), which reflects a per unit cost increase of 2.70% to customers' rates from previous Fiscal Year. The new service cost will be effective July 1, 2020.

Approval of this agenda item will enable the City to collect the annual waste and disposal assessment, associated franchise, and AB939 fees.

FISCAL IMPACT/FINANCING

This action has no impact to the General Fund. Adoption of this resolution allows the City to collect sums necessary to pay for the services provided to the Klingerman/Bonwood real property owners.

Approval of this recommended action will have no adverse impacts on current City services.

RECOMMENDATION

It is recommended that at the conclusion the public hearing, the City Council approve the attached Resolution approving the Report and directing that the same be forwarded to the Los Angeles County Auditor-Controller for placement on the Fiscal Year 2020-2021 property tax roll.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment 1 - Resolution

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING WRITTEN REPORT DETAILING THE SPECIFIC AMOUNT OF THE ANNUAL ASSESSMENT TO BE LEVIED UPON REAL PROPERTY PARCELS RECEIVING TRASH COLLECTION SERVICE WITHIN THE KLINGERMAN/BONWOOD SERVICE AREA AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO FILE THE SAME WITH THE LOS ANGELES COUNTY AUDITOR-CONTROLLER SO THAT THESE SUMS MAY BE PLACED ON THE FISCAL YEAR 2020-2021 PROPERTY TAX ROLL

WHEREAS, the City Council of the City of El Monte ("City") adopted Resolution No. 7939 on April 13, 1999 and Resolution No. 7964 on July 27, 1999, which created the multi-tenant residential area of the City commonly referred to as the Klingerman/Bonwood Service Area and established an annual levy upon the owners of the real property parcels within the Klingerman/Bonwood Service Area; and

WHEREAS, the Klingerman/Bonwood Service Area is generally depicted in the map attached hereto as Exhibit "A"; and

WHEREAS, Health & Safety Code Section 5471 authorizes a municipality to prescribe, revise collect fees, tolls, rates, rentals, or other charges for services and facilities furnished by it in connection with the municipality's provision of sanitation services; and

WHEREAS, under Health & Safety Code Section 5473, a municipality that has established an assessment in accordance with the requirements of Division 5, Part 3, Chapter 6, Article 4 of the Health & Safety Code may elect to have such charges collected on the tax roll in the same manner and at the same time as general taxes provided the municipality prepares a written report ("Report") each year; and

WHEREAS, the Report detailing the sums to be levied on each real property parcel in the Klingerman/Bonwood Service Area and included on the Fiscal Year 2020-2021 property tax roll are attached hereto as Exhibit "B"; and

WHEREAS, the Report contain a description of each parcel of real property receiving trash collection services and specifies the amount of the charges for each parcel for year, computed in conformity with the charges prescribed by ordinance or resolution; and

WHEREAS, as part of the annual levy of the assessment, the City Council must conduct a public hearing to approve the Report and the charges contained therein for each real property parcel before placing the annual levy for the trash collection charges of the Fiscal Year 2020-2021 property tax roll; and

WHEREAS, in compliance with Government Code Section 6066, the City published noticed of its intent to hold a public hearing to approve the Report and the charges contained therein in the El Monte Examiner on May 11, 2020 and May 25, 2020; and

WHEREAS, the City Council as its Regular Meeting of July 7, 2020 conducted a public hearing to receive comment from interested members of the public before taking any action to approve the Report and the assessment calculations contained therein.

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 hereby finds that the foregoing recitals are true and correct.

SECTION 2. That the City Council of the City of El Monte hereby confirms and adopts the Report and the calculations set forth therein supporting the Fiscal Year 2020-2021 assessment of Three Hundred Ninety-Eight Dollars and Seventy-Three Cents ($398.73) per unit for each real property parcel located within the Klingerman/Bonwood Service Area.

SECTION 3. That the adoption of this Resolution constitutes the levy of charges for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

SECTION 4. That the Director of Public Works is hereby directed to file the Report with the Los Angeles County Auditor-Controller, together with a certified copy of this Resolution upon its adoption.

SECTION 5. That the certified copy of this assessment shall be filed in the Office of the City Clerk and open for public inspection.

SECTION 6. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the adoption of the same.

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

EXHIBIT "A"
Klingerman/Bonwood Service Map

Exhibit A
Map of Klingman/Bonwood

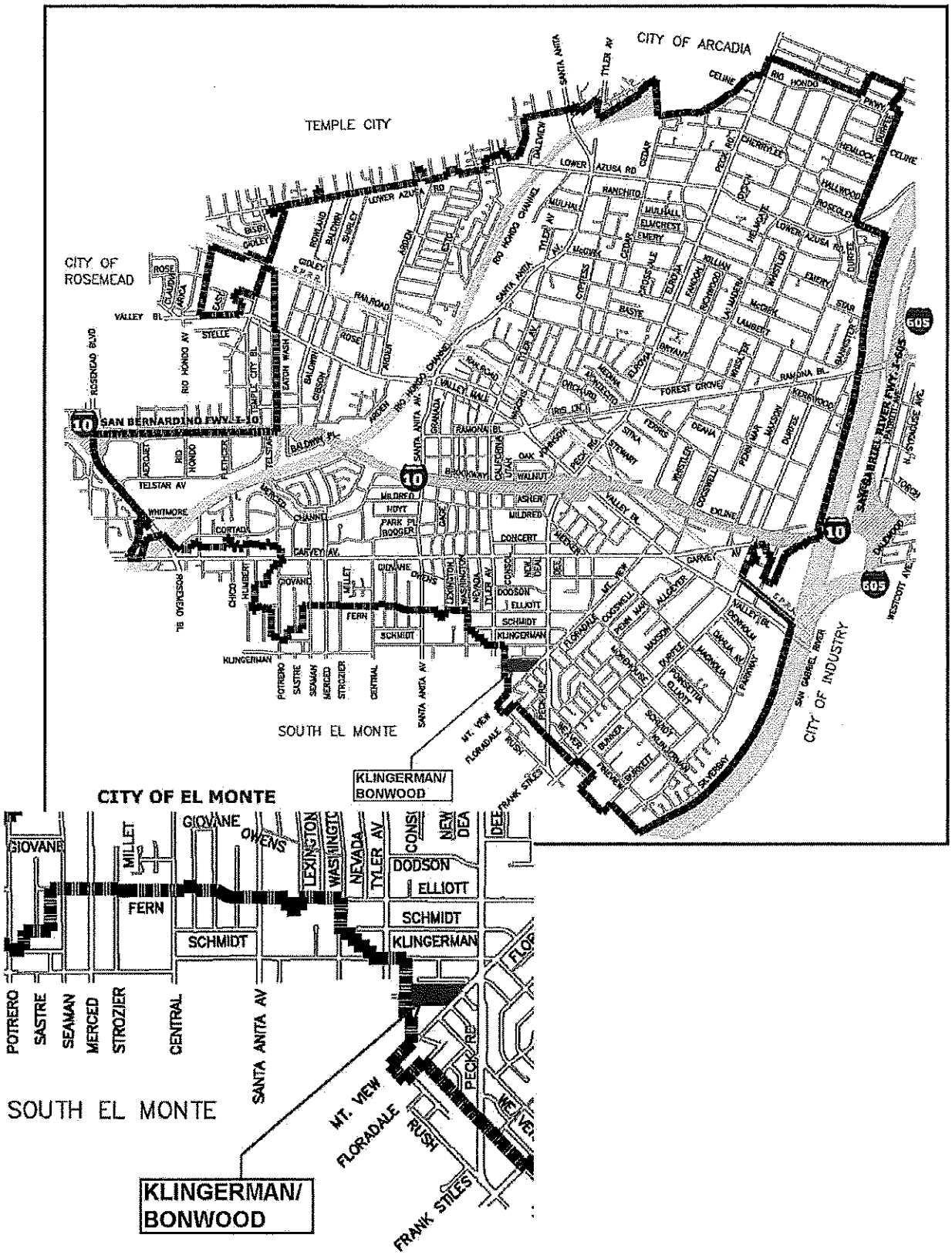

EXHIBIT "B"
Report for July 1, 2020 through June 30, 2021 Tax Roll Submission

Klingerman Avenue/Bonwood Road Special Trash Area - Annual Charges July 1, 2020 through June 30, 2021 Tax Roll Submission			
Tax Assessors Parcel No.	**Total Per Unit Charges for 2020/2021 Tax Roll**	**Total Charges for 2020/2021 Tax Roll**	**Acct #**
8105-019-018	$ 398.73	$1,993.65	144.84
8105-019-019	$ 398.73	$2,392.38	144.84
8105-019-020	$ 398.73	$2,392.38	144.84
8105-019-021	$ 398.73	$2,392.38	144.84
8105-019-022	$ 398.73	$2,392.38	144.84
8105-019-023	$ 398.73	$4,784.76	144.84
8105-019-024	$ 398.73	$4,784.76	144.84
8105-019-025	$ 398.73	$2,392.38	144.84
8105-019-026	$ 398.73	$2,392.38	144.84
8105-019-027	$ 398.73	$2,392.38	144.84
8105-019-028	$ 398.73	$1,594.92	144.84
8105-019-029	$ 398.73	$1,594.92	144.84
8105-019-030	$ 398.73	$3,588.57	144.84
8105-019-031	$ 398.73	$4,784.76	144.84
8105-019-032	$ 398.73	$2,392.38	144.84
8105-019-033	$ 398.73	$2,392.38	144.84
8105-019-034	$ 398.73	$2,392.38	144.84
8105-019-035	$ 398.73	$2,392.38	144.84
8105-019-036	$ 398.73	$1,594.92	144.84
8105-020-001	$ 398.73	$4,784.76	144.84
8105-020-002	$ 398.73	$3,987.30	144.84
8105-020-003	$ 398.73	$3,987.30	144.84
8105-020-004	$ 398.73	$3,987.30	144.84
8105-020-005	$ 398.73	$2,392.38	144.84
8105-020-006	$ 398.73	$2,392.38	144.84
8105-020-007	$ 398.73	$2,392.38	144.84
8105-020-008	$ 398.73	$2,392.38	144.84
8105-020-009	$ 398.73	$1,594.92	144.84
8105-020-010	$ 398.73	$3,987.30	144.84
8105-020-011	$ 398.73	$3,987.30	144.84
8105-020-012	$ 398.73	$3,987.30	144.84
8105-020-013	$ 398.73	$3,987.30	144.84
8105-020-014	$ 398.73	$2,392.38	144.84
8105-020-015	$ 398.73	$2,392.38	144.84
8105-020-016	$ 398.73	$1,594.92	144.84
8105-020-017	$ 398.73	$1,594.92	144.84
8105-020-029	$ 398.73	$1,594.92	144.84
8105-020-019	$ 398.73	$1,594.92	144.84
8105-020-020	$ 398.73	$1,594.92	144.84
8105-020-021	$ 398.73	$1,594.92	144.84
8105-020-025	$ 398.73	$3,189.84	144.84
8105-020-026	$ 398.73	$3,987.30	144.84
8105-020-027	$ 398.73	$1,594.92	144.84
		$118,024.08	

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 A RESOLUTION AUTHORIZING PLACEMENT OF THE 2019-2020 LEWIS HOMES SEWER MAINTENANCE COST RECOVERY ASSESSMENT ON THE LOS ANGELES COUNTY AUDITOR-CONTROLLER'S OFFICE ANNUAL TAX ROLL 2020-2021

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the Public Hearing;
2. Receive brief presentation from City staff and pose questions to City staff;
3. Receive public comment, if any;
4. Move to close the public hearing; and
5. Commence deliberations to approve a written report detailing the sums owed by each real property parcel owner and approve Resolution authorizing the submission of the 2019-2020 Lewis Homes Sewer Maintenance Cost Recovery Assessment to the Los Angeles County Auditor-Controller for placement on the Fiscal Year 2020-2021 property tax roll.

BACKGROUND

On July 28, 1987, the El Monte City Council ("City Council") approved un-codified Ordinance No. 2200 which established a special assessment to pay for the cost of maintaining privately owned sewer lines and a sewer lift station for the Lewis Homes Sewer Maintenance District (District) located in the City of El Monte. Authority for the assessment is found under Division 5, part 3, Chapter 6, Article 4 of the Health & Safety

Code (Health & Safety Code Section 5470 et seq.). Various subsequent Ordinances and Resolutions have superseded and modified the original assessment and methodology for capturing maintenance and operation.

The District is comprised of three hundred thirty (330) parcels, bound by Twin Lakes Elementary School to the north, Gilman Road to the west, Exline Street to the south, and to the east by the City's corporate boundary and the Los Angeles County Flood Control Channel (San Gabriel River). The topography of the tract of homes does not allow for a gravity fed system to discharge to the existing sanitary sewer lines. Therefore, a sewer lift station (pump station) was constructed to convey the sewage from the tract to the City's gravity sanitary system.

This assessment reimburses the City for the actual cost of maintaining the sewer main lines and infrastructure, as well as a sewer lift station within the District. This assessment includes a capital cost recovery charge for future replacement and major repairs. Each parcel in the District is charged an assessment which varies from year to year due to the fluctuations in the cost of maintaining a sewer main system and sewer lift station. Review of recorded data for this assessment, the latest methodology used to calculate the rate of assessment has been in place since approximately 1996 and is described in Attachment 1 - Methodology.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Per Section 5471 of the Health & Safety Code, a municipality may prescribe, revise and collect fees, tolls, rates, rentals or other charges for services and facilities furnished by it in connection with the municipality's sewerage system. Additionally, Per Section 5473, a municipality that has adopted an ordinance establishing the type of assessment contemplated under Division 5, Part 3, Chapter 6, Article 4 of the Health & Safety Code may elect to have such charges collected on the tax roll in the same manner and at the same time as general taxes, provided the municipality prepares a written report (the "Report") each year. The Report must contain a description of each parcel of real property receiving such services and facilities and the amount of the charge for each parcel for the year, computed in conformity with the charges prescribed by ordinance or resolution.

As part of the annual levy of the assessment, the City Council must conduct a public hearing to approve the Report and the sewer maintenance charges contained therein for each real property parcel before placing the annual levy of the sewer maintenance charges on the annual tax roll.

In accordance with Government Code Section 6066 and Health & Safety Code Section 5473.1, the City Clerk published the notice of the July 7, 2020 public hearing on June 4 and June 8 prior to the public hearing in a newspaper of general circulation. Staff mailed via U.S. Postal Service copies of the Notice of Public Hearing to the property owners on

June 3, 2020. The notice includes costs incurred during fiscal year 2019-2020 as described in Attachment 2 – Maintenance Charges and it includes actual maintenance and capital improvement fees compiled by the Public Works Utilities Department. To date, staff has not received any inquires or questions pertaining to the notice.

Recuperating administrative costs for the services provided in operating and maintaining the Lewis Home sewer system is eligible based on the analysis of the enabling state statutes for the creation of the Lewis Homes sewer assessment, as well as related case law and City ordinances. Costs associated with the administration of the Lewis Homes sewer assessment will be recovered as part of the overall assessment process and are incorporated into the assessment calculation methodology. These costs must be reasonable costs incurred by the Department in so far as there are administrative costs associated with the objectives.

FISCAL IMPACT/FINANCING

This assessment reimburses the City for the actual cost of maintaining the privately owned sewer main and sewer lift station within the District and includes a capital cost recovery charge for future replacement and major repairs. The Public Works Maintenance Department compiled actual maintenance and capital improvement costs incurred during Fiscal Year 2019-2020. Each parcel in the District is assessed a charge, which varies from year to year depending on the level of effort required for maintenance and repairs during the given year.

The latest established methodology for the rate of assessment includes a per-parcel charge based on the following three (3) components:

A. Annual Sewer Line Maintenance Component

This represents the total labor, equipment cost that the City incurred during the assessment year for maintaining the sewer pipe network serving the tract. This annual cost includes the cleanup of manholes, clearing blockages and miscellaneous maintenance operations. This assessment is initially calculated based on a per bedroom charge and then converted to a per parcel charge.

The City updated its fully burdened rate for staff time and this change was reflected in the calculation. The rate for the trucks and tools remained unchanged from the prior year. The amount of staff time spent performing maintenance tasks was reviewed and updated.

B. Annual Sewer Lift Station Maintenance Component

This represents the total labor, equipment cost and administrative functions that the City incurred during the assessment year for maintaining the sewer lift station serving the tract. This cost includes the repair and maintenance of the lift station pump-motor assembly, instrumentation and telemetry maintenance charges and the energy cost for operating the lift station. This assessment is initially calculated based on a charge per bedroom and then converted to a per parcel charge.

The City updated its fully burdened rate for staff time and this change was reflected in the calculation. The rate for the trucks and tools remained unchanged from the prior year. The actual amount of staff time spent performing maintenance tasks was reviewed and updated.

C. Sewer Lift Station Capital Replacement Charge Component

This component provides a savings mechanism for the future cost of replacing the lift station and/or the cost of major repairs not covered by routine maintenance. Each parcel is assessed a flat rate of $1.50 per month to allow for the accumulation of sufficient funds to cover these types of larger expenditures.

During Fiscal Year 2018-2019, both pumps and supporting equipment was replaced at the pump station incurring a $19,619.70 expense. This fee will not be directly assessed and will be paid with funds previously collected under the Capital Replacement Charge Component.

The District's 330 parcels are comprised of four, three, and two bedroom units. Components A and B of the District's charges are assessed based on the number of bedrooms in each parcel. Component C is a flat rate charged to each parcel regardless of the number of bedrooms. There are 52 four-bedroom units, 255 three-bedroom units and 23 two-bedroom units.

The proposed Fiscal Year 2020-2021 assessment to the District for Fiscal Year 2019-2020 maintenance and capital recovery costs is as follows (per Attachment 3):

$169.00 for four-bedroom units
$131.25 for three-bedroom units
$93.50 for two-bedroom units

Comparative costs for current and prior year's assessments are shown below:

Fiscal Year of Costs	Fiscal Year 2013/14	Fiscal Year 2014/15	Fiscal Year 2015/16	Fiscal Year 2016/17	Fiscal Year 2017/18	Fiscal Year 2018/19	Fiscal Year 2019/20
Number of Bedrooms							
4	$61.88	$64.20	$74.96	$90.40	$118.60	$118.60	$169.00
3	$50.91	$52.65	$60.72	$72.30	$93.45	$93.45	$131.25
2	$39.94	$41.10	$46.48	$54.20	$68.30	$68.30	$93.50

Approval of this recommended action will have no impact on the General Fund. Adoption of this resolution allows the mechanism by which the City may recover the annual sewer maintenance assessment. This assessment will reimburse the City for the actual cost of maintaining the privately owned sewer system that serves the Lewis Homes Tract and provides a savings mechanism for future capital replacement costs.

CONCLUSION

It is recommended that the City Council approve the attached Resolution, the written report detailing the sums owed by each real property parcel owner and authorize the submission of the 2019-2020 Lewis Homes Sewer Maintenance Cost Recovery Assessment to the Los Angeles County Auditor-Controller for placement on the Fiscal Year 2020-2021 property tax roll.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment: 1 – Methodology for Assessment
2 – Maintenance Charges
3 – Assessment Calculations per Parcel Type
4 – Resolution

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1

2020-2021 LEWIS HOMES SEWER MAINTENANCE ASSESSMENT METHODOLOGY
As of July 1, 2019

Parcel and Bedroom Breakdown

4 bedrooms x 52 parcel	= 208 bedrooms
3 bedrooms x 255 parcels	= 765 bedrooms
2 bedrooms x 23 parcels	= 46 bedrooms
TOTAL	**= 1,019 bedrooms**

The latest established methodology for the rate of assessment includes a per-parcel charge based on the following three (3) components:

A. Annual Sewer Maintenance Component

This represents the total labor and equipment cost that the City incurred during the assessment year for maintaining the sewer pipe network serving the tract. This annual cost includes the cleanup of manholes, clearing blockages and miscellaneous maintenance operations. This assessment is initially calculated based on a per bedroom charge and then converted to a per parcel charge.

$$\frac{\$17{,}569.32}{1019 \text{ bedrooms}} = \$17.24 \text{ per bedroom}$$

B. Annual Sewer Lift Station Maintenance Component

This represents the total labor, equipment cost and administrative functions that the City incurred during the assessment year for maintaining the sewer lift station serving the tract. This cost includes the repair and maintenance of the lift station pump-motor assembly, instrumentation and telemetry maintenance charges and the energy cost for operating the lift station. This assessment is initially calculated based on a charge per bedroom and then converted to a per parcel charge.

$$\frac{\$20{,}902.16}{1019 \text{ bedrooms}} = \$20.51 \text{ per bedroom}$$

C. Sewer Lift Station Capital Replacement Charge Component

This component provides a savings mechanism for the future cost of replacing the lift station and/or the cost of major repairs not covered by routine maintenance. Each parcel is assessed a flat rate of $1.50 per month to allow for the accumulation of sufficient funds to cover these types of larger expenditures.

$1.50/month x 12 months = $18 per year/per parcel

CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT
INTERDEPARTMENTAL COMMUNICATION

DATE: JUNE 18, 2020

TO: BRADEN YU, PUBLIC WORKS & UTILITIES DIRECTOR

FROM: BRET KADEL, UTILITIES MANAGER

SUBJECT: MAINTENANCE CHARGES FOR LEWIS HOMES SEWER LIFT STATION FOR FISCAL YEAR 2019-2020

The following charges were incurred during fiscal year 2019-2020 for the operation and maintenance of the Lewis Homes sewer lines and lift station.

ANNUAL SEWER LINE MAINTENANCE CHARGE COMPONENT

Labor and Equipment cost for routine operation and maintenance of privately-owned sewer lines and manholes.

1. Wastewater Maintenance I (20 hrs/wk for 3 wks) 60 hrs. @ $59.57/hr.	$3,574.20
2. Wastewater Maintenance I (20 hrs/wk for 3 wks) 60 hrs. @ $48.51/hr.	$2,910.60
3. Administration (2 hrs/wk for 52 weeeks) 104 hrws. @ $47.67/hr	$4,957.68
4. Use of Sewer Jet Vactor Truck (20 hrs/wk for 3 wks) 60 hrs. @ $80.11/hr.	$4,806.84
5. Use of Service Truck and Tools (20 hrs/wk for 3 wks) 60 hrs. @ $22.00/hr.	$1,320.00
TOTAL SEWER LINE MAINTENANCE COSTS:	**$17,569.32**

ANNUAL SEWER LIFT STATION MAINTENANCE CHARGE COMPONENT

Labor and Equipment cost for routine operation and maintenance sewer lift station.

1. Wastewater Collection Syst. Lead (0.5hr./wk @ 12 wks) 24 hrs. @ $76.05/hr.	$ 456.30
2. Wastewater Maintenance I (2 hr./wk for 12 weeks) 24hrs. @ $59.57/hr.	$1,405.68
3. Wastewater Maintenance I (2 hr./wk for 12weeks) 24 hrs. @ $48.51/hr.	$1,164.24
4. Administration (2 hrs/wk for 12 weeeks) 24 hrs. @ $47.67/hr.	$1,144.08
5. Use of Sewer Jet Vactor Truck (1 hr/wk) 52 hrs. @ $80.11/hr.	$4,165.93
6. Use of Service Truck and Tools (1 hr/wk) 52 hrs. @ $22.00/hr.	$1,144.00
7. Southern California Edison Utility Bills for Lift Station Operation	$2,338.53
8. SCADA/Verizon Wireless	$2,400.00
9. SMARTCOVER/Annual Service Plan	$ 962.00
10. Supplies	$5,426.40
11. Documentation Control - Names and addresses of property owners	$ 295.00
TOTAL SEWER LIFT STATION MAINTENANCE COSTS:	**$20,902.16**

CAPITAL IMPROVEMENTS

During Fiscal Year 2017-2018, both pumps and supporting equipment were replaced and the cost was $19,619.70. This expense was above routine operation and maintenance and was covered by the annual capital improvement fee of $18.00 per parcel that is charged on an annual basis.

ATTACHMENT 3

2020-2021 LEWIS HOMES SEWER MAINTENANCE ASSESSMENT

CALCULATIONS

A) Annual Sewer Line Maintenance Charge Component $17,569.32*
B) Annual Sewer Lift Station Maintenance Charge Component $20,902.16
C) Sewer Lift Station Capital Replacement Charge Component $18.00**/parcel

* *Labor and Equipment cost for routine operation and maintenance of privately-owned sewer lines and manholes.*

** Total cost of $18 per year per parcel ($1.50 per month – 330 Total Parcels)

Parcel and Bedroom Breakdown:

4 bedrooms x 52 parcel	= 208 bedrooms
3 bedrooms x 255 parcels	= 765 bedrooms
2 bedrooms x 23 parcels	= 46 bedrooms
TOTAL	**= 1,019 bedrooms**

Actual Maintenance Cost per Bedroom:

$38,471.48 = **$37.75 per bedroom**
1,019 bedrooms

Actual Maintenance Cost per Parcel Type:

Number of Bedrooms per Parcel	X	Cost per bedroom	=	Total Maintenance Cost
4	**X**	**$37.75**	**=**	**$151.00**
3	**X**	**$37.75**	**=**	**$113.25**
2	**X**	**$37.75**	**=**	**$ 75.50**

Total Assessment per Parcel Type:

	4 bedrooms	**3 bedrooms**	**2 bedrooms**
Maintenance Cost per parcel type	$151.00	$113.25	$75.50
Capital Recover Cost per year/parcel	$ 18.00	$ 18.00	$18.00
Total 2019-2020 Charges (FY 2020-2021 Assessment)	**$169.00**	**$131.25**	**$93.50**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA CONFIRMING AND APPROVING A WRITTEN REPORT DETAILING THE 2019-2020 SEWER MAINTENANCE COST RECOVERY ASSESSMENT TO BE IMPOSED UPON EACH REAL PROPERTY PARCEL IN THE LEWIS HOMES SEWER MAINTENANCE DISTRICT AND DIRECTING THE SAME BE SUBMITTED TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER FOR PLACEMENT ON THE FISCAL YEAR 2020-2021 PROPERTY TAX ROLL

WHEREAS, the City Council of the City of El Monte ("City Council"), by adoption of un-codified Ordinance No. 2200, declared its intention to create the Lewis Homes Sewer Maintenance District ("District") and to annually levy an assessment upon real property parcels located within the District pursuant to Health & Safety Code Sections 5471 and 5473; and

WHEREAS, pursuant to Health & Safety Code Section 5473, a municipality that has established the type of assessment contemplated under Division 5, Part 3, Chapter 6, Article 4 of the Health & Safety Code may elect to have such charges collected on the tax roll in the same manner and at the same time as general taxes, provided the municipality prepared a written report ("Report") each year; and

WHEREAS, the Report for the levy corresponding to the 2020-2021 property tax year, which reflects the actual cost to maintain the sewer lines and infrastructure, as well as a sewer lift station, within the District for the Fiscal Year 2019-2020, is attached hereto as Exhibit "A"; and

WHEREAS, the Report must contain a description of each parcel of real property receiving the services and facilities of the City and the amount of the charge for each parcel for the year computed in conformity with the charges, as prescribed under uncodified Ordinance No. 2200; and

WHEREAS, as part of the annual levy of the assessment, the City Council must conduct a public hearing to approve the Report and the charges contained therein for each real property parcel before placing the annual levy for the cost of maintaining the privately-owned sewer system on the annual tax roll; and

WHEREAS, in compliance with Government Code Section 6066, the City published notice in the El Monte Examiner on June 4, 2020 and June 8,2020 of a public hearing to be held on July 7, 2020 to consider approval of the written report and authorize the submission of the same to the Los Angeles County Auditor-Controller so that the levy imposed upon each real property parcel contained in the Report can be placed on the Fiscal Year 2020-2021 property tax roll for each listed real property parcel; and

WHEREAS, the City Council at its Regular Meeting of July 7, 2020 heard all testimony and evidence and its proceeding with said annual levy of sewer maintenance assessment to reimburse the City for the costs associated with maintaining the privately-owned sewer system within the District.

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 hereby finds that the foregoing recitals are true and correct.

SECTION 2. That the City Council of the City of El Monte hereby confirms the findings of the Report and orders the annual levy of the Lewis Homes Sewer Maintenance Cost Recovery Assessment in the amounts set forth in the Report.

SECTION 3. That the adoption of this Resolution constitutes the levy of the sewer maintenance assessment for the Lewis Homes Sewer Maintenance District for the actual costs incurred by the City for sewer maintenance for the period of July 1, 2019 through June 30, 2020.

SECTION 4. That the Director of Public Works is hereby directed to file the Lewis Homes Sewer Maintenance Cost Recovery Assessment for the Fiscal Year 2019-2020 with the Los Angeles County Auditor-Controller for placement on the Fiscal Year 2020-2021 property tax roll, together with a certified copy of this Resolution and the Report.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the adoption of the same.

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

EXHIBIT "A"
Report for the 2019-2020 Fiscal Year

A COPY WILL BE AVAILABLE AT CITY CLERK'S OFFICE AND ENGINEERING COUNTER

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 23, 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 A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR PARTICIPATION IN THE EL MONTE FARMERS' MARKET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing;
2. Receive the presentation of City staff;
3. Pose questions to City staff;
4. Receive public comment;
5. Close the public comment portion of the public hearing;
6. Pose additional questions to City staff based on public comment;
7. Close the public hearing and commence deliberation; and
8. Approve the proposed Resolution (Attachment 1) establishing the fee schedule recommended by the Farmers' Market Steering Committee, subject to a fee waiver for the first two (2) market days of July 9, 2020 and July 16, 2020.

BACKGROUND

On June 2, 2020, the City Council unanimously approved Resolution No. 10136, establishing the El Monte Farmers' Market Steering Committee ("Committee"). The Committee is tasked with administering the Farmers' Market for the public.

DISCUSSION

The Committee's Market Manager, Jerry Moreno, has visited over 18 different local Farmers' Markets to survey vendors on farmers' market's best practices concerning fees. Many farmers and vendors expressed economic difficulty due to COVID-19, and the economic burden imposed by flat rate fees. At the Farmers' Market Steering Committee Meeting of June 18, 2020, Market Manager Moreno presented his findings to the Committee in which the Committee discussed the merits of adopting a percentage-based fee instead of a flat fee.

The Committee recommends that in order to encourage participation and to be competitive with surrounding farmers' markets, the City should collect a fee of 7% gross receipts for Farm Producers, and 12% of gross receipts for Food Vendors.

The Farmers' Market is required by the California Department of Food and Agriculture to collect a $2.00 fee per producer, per market day. Equipment rental fees were adopted based on recommendation of the Public Works Department. The recommended schedule of fees per Market day is as follows:

Farm Vendors	7% of gross receipts/day
CDFA Certified Producer Fee	$2.00/day (remitted to CDFA quarterly)
Non-profit Information Booth	$15.00/day
Business Information Booth	$30.00/day
Non-Farm Vendors	$40.00/day
Food Vendors (*including food trucks)*	12% of gross receipts/day
Tent Rental	$10.00/day
Table Rental	$5.00 each/day
Chair Rental	$2.00 each/day
Electrical Hookup	$10.00/day
Water Hookup	$10.00/day
Sink Rental	$15.00/day

In order to show sensitivity to the economic impact from the effects of COVID-19, and to encourage participation and a variety of vendors for the patrons of the Market, the Committee further recommends that the Council authorize a waiver in all of the above fees for the first two (2) Market days, specifically July 9, 2020 and July 16, 2020.

FISCAL IMPACT/FINANCING

There are no immediate fiscal impacts to the City's General Fund. Fees proposed are designed to reduce City subsidy of Market expenses as previously authorized by Resolution No. 10136.

CONCLUSION

It is recommended that the City Council approve the proposed Resolution , establishing the fee schedule for the El Monte Farmers' Market; and authorize a fee waiver for the first (2) two Market days of July 9, 2020 and July 16, 2020.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community and Economic Development Director

Attachment:

1. Resolution
2. Public Notice

DATE: July 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA ESTABLISHING A SCHEDULE OF FEES FOR THE EL MONTE FARMERS' MARKET

WHEREAS, the City of El Monte (the "City") adopted Resolution No. 10136 on June 2, 2020, establishing the El Monte Farmers' Market Steering Committee (the "Committee");

WHEREAS, the Committee has been tasked with facilitating the City's sponsorship of the El Monte Farmers' Market;

WHEREAS, the economic effects of COVID-19 merit a waiver in fees for the first two (2) Market days of July 9, 2020 and July 16, 2020, to promote the participation of vendors and to facilitate the establishment of a successful farmers' market;

WHEREAS, the City is committed to increase accessibility to healthy foods, and preserve and enhance the City's agricultural roots;

WHEREAS, the City desires to maintain the potential Farmers' Market as a public good for residents and visitors alike; and

WHEREAS, the City Council conducted a duly noticed public hearing to consider approval of the fee schedule set forth herein at a Regular City Council Meeting held on July 7, 2020.

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. Fees Established. The El Monte Farmers' Market fee schedule is hereby established by the City Council as follows:

Farm Vendors	7% of gross receipts/day
CDFA Certified Producer Fee	$2.00/day (remitted to CDFA quarterly)
Non-profit Information Booth	$15.00/day
Business Information Booth	$30.00/day
Non-Farm Vendors	$40.00/day
Food Vendors (*including food trucks)*	12% of gross receipts/day
Tent Rental	$10.00/day
Table Rental	$5.00 each/day
Chair Rental	$2.00 each/day
Electrical Hookup	$10.00/day
Water Hookup	$10.00/day
Sink Rental	$15.00/day

SECTION 3. Temporary Fee Waiver. The City Council authorizes a temporary fee waiver established in Section 2 for the Market dates of July 9, 2020 and July 16, 2020.

SECTION 4. Subsequent Acts. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 5. 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 7th day of July, 2020.

_____
ANDRE QUINTERO, Mayor

ATTEST:

_____
CATHERINE E. EREDIA, City Clerk

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

I, CATHERINE E. 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 7th day of July, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
CATHERINE E. EREDIA, City Clerk

ATTACHMENT 2
PUBLIC HEARING NOTICES

CITY OF EL MONTE CITY COUNCIL
NOTICE OF PUBLIC HEARING

Hablamos Español favor de hablar con
Sandra Elias (626) 258-8626

TO: All Interested Parties

FROM: City of El Monte City Council

ITEM TO BE CONSIDERED: The City Council will be considering a resolution to establish a fee schedule for participation in the El Monte Farmers' Market.

ENVIRONMENTAL DOCUMENTATION: The proposed resolution is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) because the resolution has no potential for causing a significant effect on the environment.

PLACE OF HEARING: Pursuant to State Law, the City Council will hold a public hearing to receive testimony, orally and in writing, on the proposed project. The public hearing is scheduled for:

Date: Tuesday, July 7, 2020
Time: 7:00 p.m.
Place: El Monte City Hall East – Council Chambers
11333 Valley Boulevard, El Monte, California

Members of the public wishing to attend the meeting in person shall wear a face covering/mask and adhere to social distancing protocols to protect the health and safety of the public.

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

(1) Turn your TV to Channel 3;
(2) Visit the City's website at http://www.elmonteca.gov/378/council-meeting-videos

Members of the public wishing to provide questions/comments remotely during the meeting shall:

(1) Call the City's conference line at (888) 204-5987 with access code 8167975.

Persons wishing to comment on the proposed resolution may do so orally or in writing at the public hearing or in writing prior to the meeting date. Written comments shall be sent to Betty Donavanik; El Monte City Hall West; 11333 Valley Boulevard; El Monte, CA 91731 or at bdonavanik@elmonteca.gov. If you challenge the decision of the City Council, in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. For further information regarding this application please contact Tony Bu at (626) 258-8626, Monday through Thursday, except legal holidays, between the hours of 7:30 a.m. and 5:30 p.m.

Published and mailed on: Thursday, June 25, 2020

City of El Monte
Catherine A. Eredia, City Clerk

CITY OF EL MONTE CITY COUNCIL
NOTICE OF PUBLIC HEARING

Hablamos Español favor de hablar con
Sandra Elias (626) 258-8626

TO: All Interested Parties

FROM: City of El Monte City Council

ITEM TO BE CONSIDERED: The City Council will be considering a resolution to establish a fee schedule for participation in the El Monte Farmers' Market.

ENVIRONMENTAL DOCUMENTATION: The proposed resolution is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) because the resolution has no potential for causing a significant effect on the environment.

PLACE OF HEARING: Pursuant to State Law, the City Council will hold a public hearing to receive testimony, orally and in writing, on the proposed project. The public hearing is scheduled for:

Date: Tuesday, July 7, 2020
Time: 7:00 p.m.
Place: El Monte City Hall East – Council Chambers
11333 Valley Boulevard, El Monte, California

Members of the public wishing to attend the meeting in person shall wear a face covering/mask and adhere to social distancing protocols to protect the health and safety of the public.

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

(1) Turn your TV to Channel 3;
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Published and mailed on: Thursday, July 2, 2020

City of El Monte
Catherine A. Eredia, City Clerk

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 AN APPEAL OF PLANNING COMMISSION RESOLUTION NO. 3547 DENYING CONDITIONAL USE PERMIT NO. 06-19 FOR THE ESTABLISHMENT OF AN OFF-SALE BEER AND WINE LICENSE WITHIN AN EXISTING GASOLINE STATION CONVENIENCE MARKET LOCATED AT 3266 SANTA ANITA AVENUE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing;
2. Receive presentation from staff;
3. Pose questions 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 no less than three (3) affirmative votes, (a) a Resolution to allow the ancillary off-sale of beer & wine at the existing gasoline station (Attachment 1), or (b) a Resolution to uphold the Planning Commission's decision and deny the ancillary off-sale of beer & wine at the existing gasoline station (Attachment 2).

BACKGROUND

The subject property is zoned C-2 (Retail-Commercial) and is currently improved with a self-service gasoline station consisting of a 1,579 square foot convenience store (including an office, utility room, coolers, restrooms, etc.), two (2) fueling canopies with a total of 12 fuel pumps, and a gated storage area. The use has existed on the site since the 1960s, while the current property owner/applicant has been operating the use since 2013. The gasoline station portion operates 24-hours a day, while the

convenience store is open from 6:00 a.m. until 8:00 p.m. daily. The use is located at the southeast corner of Santa Anita Avenue and Asher Street (and also directly south of the I-10 San Bernardino Freeway).

Pursuant to Chapter 17.24 of the El Monte Municipal Code (EMMC), the off-sale of beer, wine or liquor establishments requires the approval of a Conditional Use Permit (CUP) by the Planning Commission. In 2013, the applicant submitted a CUP application for a Type 20 (beer and wine) Alcohol Beverage Control (ABC) license. On May 20, 2014, the Planning Commission denied CUP No. 01-14. This was because of concerns raised by nearby residents related to trash and loitering and how the use would be within 1,000 feet of the Shining Star Preschool, located at 3215 Santa Anita Avenue.

On April 25, 2019, the applicant submitted a new CUP application for a Type 20 ABC license. The alcohol sales area would be located directly in front of the store's cashier/register and occupy no more than five (5) percent of the store's floor area. No other changes are proposed for the site. Staff originally recommended approval of the CUP. However, on August 13, 2019, the Planning Commission denied CUP No. 06-19 with a vote of 3-2. The majority of the Commission felt adding off-sale of beer and wine would have a negative impact on the adjacent residential neighborhood. Also, since there are other off-sale beer and wine uses in the immediate area, the Commission did not believe a finding of "Public Convenience or Necessity" could be made (see Attachment 3 – Planning Commission Staff Report and Attachment 4 – Planning Commission Resolution No. 3547).

On September 4, 2019, the applicant appealed the Planning Commission's decision to the City Council. A public notice for the appeal request (see Attachment 5) was mailed to all property owners within a 300-foot radius of the subject property.

STAFF ANALYSIS

2011 General Plan Consistency:
The 2011 El Monte General Plan Land Use Element designates the subject site as "Neighborhood Commercial." Areas designated for Neighborhood Commercial provide convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, Laundromats, daycare centers, drug stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic. In evaluating the proposal to allow off-sale beer and wine alcohol sales, staff considered the following:

- Conformance with the City's Municipal Code and Planning Commission Resolution No. 1762; and
- Information obtained from California Department of Alcohol Beverage Control (ABC).

Conformance with Planning Commission Resolution No. 1762:
On May 14, 1985, the City Council amended Section 9224.4.26 of the EMMC and adopted Resolution No. 1762 pertaining to off-sale liquor establishments. In conjunction with the Resolution, a set of guidelines for reviewing requests for off-sale liquor establishments was also adopted. The guidelines are as follows:

A. For all new off-sale liquor establishments, the applicant shall secure a letter of non-protest from the appropriate school principal or City Director of Recreation and Parks, if the perimeter of the lot or parcel of land upon which any portion of such business is conducted is located within 1,000 feet from all property used for any public or private elementary or high school or any City park and recreation facility; and

B. A Conditional Use Permit will not be issued for a new off-sale liquor establishment located within 1,000 feet from all property used for any public or private elementary or high school or any City park and recreation facility unless the business occupancy complies with the following: 1) business occupancy has a minimum floor area of 25,000 square feet; and 2) business occupancy has no more than five (5) percent of its gross floor area devoted to alcoholic beverage.

Staff has determined that the proposed use is not located within 1,000 feet of any public or private elementary or high school or any City park and recreation facility. While the Shining Star Preschool is within 1,000 feet of the proposed location, it is exclusively a pre-school and daycare facility. Therefore, the proposed use is exempt from the requirements of the Resolution. The gasoline station/convenience store meets all other requirements of the EMMC for the off-sale of beer and wine.

California Department of Alcohol Beverage Control (ABC):
As a part of an ABC License request and evaluation process, City staff contacted ABC for statistical information relating to the number of existing active off-sale licenses in Census Tract No. 4332.00 (where the site is located). According to ABC, the Census Tract is not reported as a high crime area; however, it has an undue concentration of off-sale licenses. The maximum number of off-sale licenses allowed in the Census Tract is four (4), while there are currently nine (9) active licenses (see Table 1 below).

Table 1- List of Active Off-Sale Licenses in Tract 4332.00

	Type	Address	Business Name
1	20	10905-09 Garvey Avenue	21 Grocery
2	20	11114 Ramona Boulevard	99 Cents Only Stores
3	20	11453 Valley Boulevard	Chevron Station Inc.
4	21	10801 Garvey Avenue	Star Liquor
5	21	11110 Ramona Boulevard	Smart & Final
6	20	3643 Santa Anita Avenue	Walgreens
7	21	3243 Santa Anita Avenue	7 Eleven Store
8	21	3333 Tyler Avenue	Ace Liquor
9	20	3155 Santa Anita Avenue	Happy's Market

Public Convenience and Necessity:
According to ABC, the Census Tract has already reached the maximum recommended number of licenses. When this occurs, a finding of "Public Convenience or Necessity" must be made by the governing body in order to obtain an alcohol license from ABC. Of the nine (9) active off-sale ABC licenses already existing within the Census Tract, only one (1) establishment provides off-sale beer and wine at a gasoline station (the Chevron at 11453 Valley Boulevard). Furthermore, the proposed use will provide a high level of convenience for patrons and residents.

The current gasoline station operates 24 hours a day with the convenience store open from 6:00 a.m. to 8:00 p.m. daily. The ancillary sale of beer and wine will run concurrently with the operating hours of the convenience store and a security guard/maintenance person will be required to be present at the site from 6:00 a.m. until 8:00 p.m. daily.

Spatial Analysis of Nearby ABC Licenses:
Staff analyzed Census Tract No. 4332.00 (where the site is located) in relation to other Census Tracts in close proximity (Census Tract Nos. 4327 & 4331.01). Staff found that the adjacent census tract to the west (Census Tract No. 4331.01) only contains one (1) active ABC license (a Type 20 ABC license for an Arco Gas Station located at 9824 Flair Drive). The Arco Gas Station is located approximately 3,800 linear feet away from the subject location and is separated by the I-10 Freeway.

The adjacent census tract to the north (Census Tract No. 4327) contains a total of 16 active ABC licenses that include ten (10) off-sale licenses and six (6) on-sale licenses. The active ABC licenses that are closest to the subject site include a Rite Aid at 3570 Santa Anita Avenue and the El Sombrero Restaurant at 3550 Santa Anita Avenue.

The Rite Aid location is located approximately 2,400 linear feet away from the subject site. Although ABC records show that the Rite Aid has an active Type 21 ABC License (off-sale of beer, wine and distilled spirits), the business closed as of May 31, 2017 and the tenant space has not been occupied since. The El Sombrero Restaurant is located approximately 2,000 linear feet away from the subject site with an active Type 47 ABC License (on-sale of beer, wine & distilled spirits). A majority of the remaining active ABC licenses within Census Tract No. 4327 are located along Main Street and Valley Boulevard which are approximately 2,700 linear feet away, or more.

El Monte Police Department:
The El Monte Police Department records indicate that the location proposed for the off-sale of beer and wine is not within a high crime reporting area. The Police Department did not express concerns with the proposed request for off-sale of beer and wine.

PLANNING COMMISSION PUBLIC HEARING

On June 25, 2019, CUP No. 06-19 was presented to the Planning Commission. However, the item was continued because of information provided by the public. The information pertained to the status of Shining Star Preschool as a "school" because it includes a preschool and after school daycare (with ages ranging from three (3) years to six (6) years old). The continuance gave staff the time needed to complete additional research and analysis regarding the licensed/registered business status of Shining Star Preschool and the original intent of Resolution No. 1762.

According to the Resolution, if a proposed location for an off-sale alcohol establishment is within 1,000 feet of any public or private elementary or high school or any City park and recreation facility, the establishment would need to have a minimum building area of 25,000 square feet and a maximum of five (5) percent of the floor area devoted to alcohol sales. In addition, the applicant would need to secure a "Letter of Non-protest" from a school administrator or the City's Director of Parks, Recreation and Community Services.

In researching the history of the Resolution, in the 1980s there were community concerns regarding the proliferation of liquor stores and mini-marts throughout the City. Originally, staff recommended a minimum building area of 15,000 square feet for off-sale alcohol uses in proximity to schools and parks. However, the Planning Commission and City Council increased the minimum area to 25,000 square feet. While they could have also broadened the definition of schools, parks or recreation areas, they kept the language very specific. Since the Shining Star Preschool is not licensed or registered as a school, and the original intent of the provisions specifically exempted all preschools and daycare centers, staff determined the use is not subject to the Resolution.

Original Staff Recommendation and Commission Decision:
Staff's original recommendation for CUP No. 06-19 was for approval. The use was not subject to Resolution No. 1762 and staff believed a finding of "Public Convenience" could be made. The addition of off-sale beer and wine sales to the gas station/convenience store was believed to not have a negative impact on the surrounding area as off-premise alcohol sales are a typical accessory use within a gas station convenience store. The off-sale beer and wine license would provide the public with the convenience of a one-stop shop where customers could purchase food items, including beer and wine, while purchasing gas for their vehicle. The closest gas station that offers off-sale beer and wine is the Arco gas station at 9824 Flair Drive, which is located approximately 3,800 linear feet away from the subject location and is separated by the I-10 Freeway.

The recommended conditions of approval would minimize any impacts that could be generated from the liquor sales. This included limiting the hours of alcohol sales, ensuring that alcohol sales would remain ancillary to the use, adding exterior lighting, installing new landscaping and recording a property maintenance agreement with the City. In addition, on January 22, 2019, the City Council approved a very similar CUP for

a Type 20 ABC license for an ARCO Gasoline Station at 4378 Santa Anita Avenue (at the southeast corner of Santa Anita Avenue and McGirk Avenue).

However, on August 13, 2019, the Planning Commission denied CUP No. 06-19. A summary of their main reasons include neighborhood concerns of trash and loitering, the overconcentration of off-site alcohol sales in the immediate area and the inability to make a finding of "Public Convenience or Necessity".

ENVIRONMENTAL REVIEW

This project is Categorically Exempt under Section 15301 (Existing Facilities) in accordance with the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended. The proposed use would be located within an existing gasoline station convenience market with negligible or no expansion of the existing use.

FISCAL IMPACT/FINANCING

The addition of the off-site beer and wine sales has the potential to generate additional sales tax revenue for the City due to the convenience of offering a full range of services and goods at a location that draws a large amount of consumer traffic.

CONCLUSION

It is recommended that the City Council, by no less than three (3) affirmative votes:

A. Adopt a Categorical Exemption under Section 15301 (Class 1 – Existing Facilities) pursuant to the California Environmental Quality Act and Guidelines, as amended; and

B. Reverse the Planning Commission's decision and approve Conditional Use Permit No. 06-19 subject to the recommended Conditions of Approval contained in the Draft Resolution (Attachment 1); or

C. Uphold the Planning Commission's decision and deny, without prejudice, Conditional Use Permit No. 06-19 (Attachment 2).

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community & Economic Development Director

Attachments:

1. Draft City Council Resolution Approving Project and Appeal
2. Draft City Council Resolution Upholding the Planning Commission Denial
3. Planning Commission Staff Report, August 13, 2019
4. Planning Commission Resolution No. 3547, August 27, 2019
5. City Council Appeal Public Notice

DATE: July 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
DRAFT CITY COUNCIL RESOLUTION (APPROVING PROJECT & APPEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DENYING, WITHOUT PREJUDICE, AN APPEAL REQUEST FILED BY JIM P. OIL INCOPORATED AND UPHOLDING THE FINDINGS AND DECISION MADE BY THE PLANNING COMMISSION TO DENY, WITHOUT PREJUDICE, CONDITIONAL USE PERMIT NO. 06-19 TO ESTABLISH THE OFF-SALE OF BEER AND WINE WITHIN AN EXISTING 1,579 SQUARE FOOT GAS STATION CONVENIENCE MARKET IN THE C-2 (RETAIL COMMERCIAL) ZONE FOR THE PROPERTY LOCATED AT 3266 SANTA ANITA AVENUE, EL MONTE, CALIFORNIA

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. PROJECT DESCRIPTION. On April 25, 2019, Morris Pouldar (Jim P. Oil Inc.), 3266 Santa Anita Avenue, El Monte, CA 91731, filed an application for Conditional Use Permit No. 06-19 to allow the off-sale of beer and wine within an existing gas station convenience market.

SECTION 2. PUBLIC HEARING. The request is made pursuant to Section 17.24.040 of the El Monte Municipal Code (EMMC). The property is located at 3266 Santa Anita Avenue, and described as follows, to-wit:

APN: 8580-018-030

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider Conditional Use Permit No. 06-19 before the Planning Commission on August 13, 2019 at which time, all interested persons were given full opportunity to be heard and present evidence. The Planning Commission made the motion to deny the project and directed staff to submit a resolution of denial.

SECTION 3. ZONING. The site is located at the south east corner of Santa Anita Avenue and Asher Street. The property is zoned C-2 (Retail Commercial) and is improved with an existing convenience market and fueling canopy. The surrounding zoning and land use of the adjacent properties are as follows:

North:	10-Fwy, SP-01, C-3, & R-3 (Freeway, parking lot & single family residences)
South:	C-2 & R-1B (Retail businesses & single/multi-family residences)
East:	R-1B & R-3 (Single/multi- family residences)
West:	C-2, R-1B & SP-01 (Retail businesses & single family residences)

SECTION 4. GENERAL PLAN. The General Plan land use designation is Neighborhood Commercial. The Floor Area Ratio (FAR) of the existing building is approximately 0.05, which is below the permitted FAR or 0.5 for this land use designation. The General Commercial designation recommends uses that provide convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, Laundromats, daycare centers, drug stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic. Therefore, the proposed development is consistent with the goals and policies of the 2011 El Monte General Plan.

SECTION 5. ENVIRONMENTAL. In accordance with the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines as amended, staff has conducted the appropriate environmental analysis and based on that assessment, the City has determined the project to be Categorically Exempt by Article 19 Section 15301 (Class 1 – Existing Facilities) in accordance with the requirements of the State CEQA Guidelines. No further environmental assessment is required.

SECTION 6. PLANNING COMMISSION MEETING. The Planning Commission adopted Resolution No. 3547 on August 27, 2019 to deny, without prejudice, Conditional Use Permit No. 06-19.

SECTION 7. APPEAL HEARING. The applicant, Morris Pouldar (Jim P. Oil Inc.), 3266 Santa Anita Avenue, El Monte, CA 91731, filed an appeal of the Planning Commission decision on September 4, 2019. A fully noticed public hearing was scheduled before the City Council to consider the appeal on July 7, 2020.

SECTION 8. CITY COUNCIL DECISION. The City Council, based on the findings contained in Section 9, adopted a resolution to uphold the Planning Commission decision to deny, without prejudice, Conditional Use Permit No. 16-18.

SECTION 9. CONDITIONAL USE PERMIT FINDINGS. To approve a Conditional Use Permit, pursuant to Section 17.24.040(44) of the El Monte Municipal Code, all necessary findings must be made in a positive manner. The City Council finds that the following necessary findings for the granting of Conditional Use Permit No. 06-19, to allow the off-sale of beer and wine within an existing gas station convenience market, cannot be made in a positive manner and are as follows:

A. The granting of such Conditional Use Permit will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

Finding of Fact:

The Department of Alcohol Beverage Control (ABC) recommends a maximum of three (3) off-sale licenses for the census tract in which the project site is located. The current number of licenses is nine (9). The City Council finds that by adding

another off-sale license will create an undue concentration that will be detrimental to the health and welfare of the vicinity and City.

B. The alcohol use applied for provides a public convenience or necessity to the surrounding community (e.g. increases in employment, increases in business taxes, whether the project is a unique business addition to the community, whether the project will contribute to the economic goals of the area, and whether the project will result in a positive upgrade of the area).

Finding of Fact:

The City Council finds that the proposed project does not provide an added public convenience or necessity to the surrounding community. The recommended maximum number of off-sale licenses currently serves the census tract and the addition of another will create an undue concentration within the tract. In addition, the nearest off-sale location is 7-Eleven which is located across the street from the subject property.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 7TH day of July, 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 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 7th day of July, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk

ATTACHMENT 2
DRAFT CITY COUNCIL RESOLUTION (UPHOLDING PLANNING COMMISSION DECISION)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA APPROVING AN APPEAL REQUEST FILED BY JIM P. OIL INCOPORATED AND REVERSING THE FINDINGS AND DECISION MADE BY THE PLANNING COMMISSION TO DENY, WITHOUT PREJUDICE, CONDITIONAL USE PERMIT NO. 06-19 TO ESTABLISH AN OFF-SALE OF BEER AND WINE LICENSE WITHIN AN EXISTING 1,579 SQUARE FOOT GAS STATION CONVENIENCE MARKET IN THE C-2 (RETAIL COMMERCIAL) ZONE FOR THE PROPERTY LOCATED AT 3266 SANTA ANITA AVENUE, EL MONTE, CALIFORNIA

THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. PROJECT DESCRIPTION. On April 25, 2019, Morris Pouldar (Jim P. Oil Inc.), 3266 Santa Anita Avenue, El Monte, CA 91731, filed an application for Conditional Use Permit No. 06-19 to allow the off-sale of beer and wine within an existing gasoline station convenience market.

SECTION 2. PUBLIC HEARING. The request is made pursuant to Section 17.24.040 of the El Monte Municipal Code (EMMC). The property is located at 3266 Santa Anita Avenue, and described as follows, to-wit:

APN: 8580-018-030

Pursuant to which after due notice as required by law, a full and fair public hearing was held to consider Conditional Use Permit No. 06-19 before the Planning Commission on August 13, 2019 at which time, all interested persons were given full opportunity to be heard and present evidence. The Planning Commission made the motion to deny the project and directed staff to submit a resolution of denial.

SECTION 3. ZONING. The site is located at the south east corner of Santa Anita Avenue and Asher Street. The property is zoned C-2 (Retail Commercial) and is improved with an existing convenience market and fueling canopy. The surrounding zoning and land use of the adjacent properties are as follows:

North:	10-Fwy, SP-01, C-3, & R-3 (Freeway, parking lot & single family residences)
South:	C-2 & R-1B (Retail businesses & single/multi-family residences)
East:	R-1B & R-3 (Single/multi- family residences)
West:	C-2, R-1B & SP-01 (Retail businesses & single family residences)

SECTION 4. GENERAL PLAN. The General Plan land use designation is Neighborhood Commercial. The Floor Area Ratio (FAR) of the existing building is approximately 0.05, which is below the permitted FAR or 0.5 for this land use designation. The General Commercial designation recommends uses that provide convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, Laundromats, daycare centers, drug stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic. Therefore, the proposed development is consistent with the goals and policies of the 2011 El Monte General Plan.

SECTION 5. ENVIRONMENTAL. In accordance with the criteria and authority contained in the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines as amended, staff has conducted the appropriate environmental analysis and based on that assessment, the City has determined the project to be Categorically Exempt by Article 19 Section 15301 (Class 1 – Existing Facilities) in accordance with the requirements of the State CEQA Guidelines. No further environmental assessment is required.

SECTION 6. PLANNING COMMISSION MEETING. The Planning Commission adopted Resolution No. 3547 on August 27, 2019 to deny, without prejudice, Conditional Use Permit No. 06-19.

SECTION 7. APPEAL HEARING. The applicant, Morris Pouldar (Jim P. Oil Inc.), filed an appeal of the Planning Commission's decision on September 4, 2019. A fully noticed public hearing was scheduled before the City Council to consider the appeal on July 7, 2020.

SECTION 8. CITY COUNCIL DECISION. The City Council, based on the findings contained in Section 9, adopted a resolution to approve the appeal and reverse the Planning Commission's decision to deny, without prejudice, Conditional Use Permit No. 06-19.

SECTION 9. CONDITIONAL USE PERMIT FINDINGS. That all necessary findings for the granting of Conditional Use Permit No. 06-19, to allow the off-sale of beer and wine within an existing gas station convenience market, pursuant to Section 17.24.040 (44) of the El Monte Municipal Code can be made in a positive manner and are as follows:

A. The granting of such Conditional Use Permit will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

Finding of Fact:

Conditions of approval have been imposed to ensure that the ancillary "off-sale" of beer and wine will not have a negative impact to the residential properties or residential land uses in the area. The gasoline station convenience market hours of

operation are 24 hours a day, seven days a week. Off-premise beer and wine sales will only be available between the hours of 6:00 a.m. to 8:00 p.m. daily. The business' sale of beer and wine is consistent with the commercial use and zone.

B. The use applied for at the location is properly one for which a conditional use permit is authorized.

Finding of Fact:

The site is zoned C-2 (Retail Commercial) and is developed with a convenience store with fueling canopies. Pursuant to section 17.24.040(44) of the El Monte Municipal Code, the proposed ancillary use of off-sale of beer and wine may be permitted upon the granting of a conditional use permit.

C. The site for the proposed use is adequate in size and shape to accommodate said uses; and that all yards, spaces, walls, fences, parking, loading, landscaping and other features required to adjust said use with the land and surrounding uses are provided.

Finding of Fact:

The existing gasoline station and convenience store complies with the EMMC. The proposed ancillary use of off-sale beer and wine can be adequately accommodated and will not create a negative impact to the adjacent land uses. Additionally, the use of video surveillance and lighting throughout the property are provided to adequately monitor all activity on the site.

D. The site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed uses

Finding of Fact:

The property in which the gasoline station and convenience store is located and accessible from Santa Anita Avenue, a major arterial, and Asher Street, a local street. Both of these streets comply with the standard design requirements for their classifications and are able to accommodate the amount of traffic that is generated by adding off-sale beer and wine sales as an ancillary use to the existing gasoline station/convenience market.

E. The granting of such Conditional Use Permit will not adversely affect the purpose, goals, and policies of the El Monte General Plan of 2011.

Finding of Fact:

The General Plan land use designation of the subject property is Neighborhood Commercial. Areas designated for Neighborhood Commercial provide convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, Laundromats, daycare centers, drug

stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic. The existing gasoline station/convenience store with proposed ancillary off-sale of beer and wine is consistent with the General Plan as it would provide patrons with the convenience of purchasing beer or wine at a small commercial business, which is supported by the Neighborhood Commercial land use designation.

F. The alcohol use applied for provides a public convenience or necessity to the surrounding community (e.g. increases in employment, increases in business taxes, whether the project is a unique business addition to the community, whether the project will contribute to the economic goals of the area, and whether the project will result in a positive upgrade of the area).

Finding of Fact:

Staff finds the proposed request for ancillary sales of beer and wine can be supported with a finding of public convenience. The addition of off-sale beer and wine to the existing gas station/convenience store will not have a negative impact on the surrounding area as off-premise alcohol sales are a typical accessory use within a gas station convenience store.

Of the nine (9) active off-sale ABC licenses already existing within the census tract, only one (1) establishment provides off-sale beer and wine at a gasoline station (the Chevron at 11453 Valley Boulevard). Furthermore, the proposed ancillary off-sale of beer and wine at the subject property will provide a high level of convenience for patrons and residents. The current gasoline station operates 24 hours a day, seven (7) days a week with the convenience store open from 6am to 8pm daily. The ancillary sale of beer and wine will run concurrently with the operating hours of the convenience store (6:00 a.m. to 8:00 p.m. daily and a security guard/maintenance person is required to be present at the site from 6:00 a.m. until 8:00 p.m. daily.

SECTION 10. APPROVALS AND CONDITIONS. That the City Council determines that the project is Categorically Exempt under Article 19 Section 15301 (Class 1 - Existing Facilities) in accordance with the California Environmental Quality Act (CEQA) of 1970 and the CEQA Guidelines, as amended, and does hereby approve Conditional Use Permit No. 06-19 subject to the following conditions:

General

1. The approval is for Conditional Use Permit No. 06-19 to allow ancillary off-sale beer and wine (Type 20 ABC License) for off-site consumption in conjunction with an existing gasoline station and 1,579 square foot convenience store.

2. All conditions of approval from the Draft Resolution are hereby incorporated and made a part of this application's approval.

3. The approval of the Conditional Use Permit shall be effective for a period of one (1) year from the date of final approval by the City Council; unless the applicant has obtained building occupancy permits from the City for the proposed project or has timely requested an extension of time within which to procure building permits.

4. The Conditional Use Permit authorizes the off-sale of beer and wine for off premise consumption. The operations of the business shall strictly comply with the definition of "off-sale liquor establishment" 17.04.020 of the EMMC.

5. The applicant shall obtain all required approvals from the State Department of Alcohol Beverage Control (ABC) Board and provide such proof of approvals to the Planning Division prior to commencing the off- sale of beer and wine.

Legal

By acceptance of the approval of the project by the City, the applicant shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, and employees to challenge, set aside, void or annul the approval of the project from an action which may be brought within the time period provided for such actions or challenges under applicable law. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate in any such defense.

6. The applicant and property owner shall sign and submit an affidavit accepting all conditions of approval contained in the City Council Resolution within fifteen (15) days following the adoption of this City Council Resolution and prior to issuance of the Type 20 License from the Department of Alcoholic Beverage Control.

Operations and Maintenance

7. The off-sale of beer and wine shall only occur between the hours of 6:00 a.m. to 8:00 p.m. daily. All beer and wine shall be inaccessible to the public between the hours of 8:00 p.m. to 6:00 a.m.

8. The storage and display of beer and wine shall occupy no more than five (5) percent (82 square feet) of the convenience store's floor area and remain in the line-of-sight from the cashier/register.

9. All sales of beer shall be restricted to only the manufacturer's original product packaging with a minimum of six (6) or more bottles/cans.

10. All sales of wine shall be restricted to only the manufacture's original product packaging with a minimum bottle size of 750 milligrams or more.

11. No on-site consumption of alcoholic beverages shall be permitted.

12. Signage/advertisements/promotions or any other displays promoting the sales of beer and wine shall only occur within the convenience store building and are prohibited anywhere outside of the building (including building mounted Signage/advertisements/promotions).

13. Signage/advertisements/promotions or any other displays promoting the sales of beer and wine are prohibited from all storefront windows.

14. Window signage that does not promote beer and wine sales are limited to a maximum of 25 percent (25%) of the overall storefront window areas.

15. Prior to the issuance of the Type 20 ABC license, signs shall be posted on the site prohibiting the consumption of alcohol and loitering on the premises of the store, in the parking lot, and sidewalks. The applicant shall submit a proposal to the Planning Division for review and approval prior to installation of such signage.

16. Banners are prohibited onsite at all times with an exception that banners that are in compliance with the El Monte Sign Ordinance may be installed upon approval of a Temporary Sign Permit by the Planning Division. Attachment of non-city approved signs, banners, product signs, or advertisements to any light poles/standards on or offsite is prohibited at all times.

17. The off-sale of beer and wine shall be incidental to the principal business activity, and shall comprise less than 30 percent (30%) of the gross receipts of the business in a calendar year. The business shall keep written records of all sales, and shall provide those records upon request to City officials, so that the City shall have the ability to verify the business' compliance with this condition. If the City determines that the business is not operating as a gas station/convenience store, and/or is not

complying with the requirements of this condition, such a determination shall be cause for revocation of this Conditional Use Permit.

18. The storage of equipment, materials, etc. of items unrelated to the gasoline station/convenience store business shall be removed from the premises. The storage of such items on the property is prohibited.

19. The exterior of the building and the parking lot shall provide adequate lighting at all times. The minimum exterior light intensity shall be in compliance with local ordinances at the time of the approval of the development plans. Lighting fixtures shall be of an energy saving type, and be shielded to direct light away from all sensitive neighboring uses and be equipped with vandal resistant covers.

20. There shall be no loitering in the parking lot and all exterior portions/areas of the tenant space.

21. All public exit and entry doors for the tenant space shall be maintained in a working condition and must be cleared for use during business hours at all times.

22. All activities on the property shall comply with the City of El Monte's Noise Ordinance at all times and no noise shall emanate from the interior of the building to the exterior premises.

23. The applicant shall not sublease any portion of the tenant space.

24. All public bathroom fixtures and equipment for the tenant space shall be maintained in good working order and shall incorporate automatic flow control devices. All urinals shall be of a waterless design. Public bathroom facilities shall be kept free of graffiti and etchings and shall be maintained in a clean condition through routine maintenance and daily janitorial cleaning.

25. Graffiti must be removed from any interior/exterior surfaces to the tenant space within 24 hours following the application of the graffiti or within 24 hours of applicant receiving notice of such graffiti by the City. Graffiti shall be removed by either painting over the evidence of such vandalism with a paint that has been exactly color-matched to the surface to which it is applied. If a non-painted surface, graffiti may be removed with solvents or detergents, as appropriate.

26. Prior to the issuance of the Type 20 ABC license, a clean-up plan shall be submitted for review and approval by the Planning Division. The plan shall identify the location of all exterior waste receptacles and provide details for off-site litter clean up along the public-right-of-way immediately adjacent to the subject property.

27. Subject to review and applicability by the Community and Economic Development Director, Public Works Director, and the City Attorney and to ensure ongoing compliance with the conditions of approval set forth under this resolution and to

ensure that the property and all improvements located thereupon are properly maintained, the applicant (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the applicant) shall execute a maintenance agreement prior to the issuance of occupancy permits with the City of El Monte which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney. The maintenance agreement shall contain covenants, conditions and restrictions relating to the following:

a) Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.).
b) Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, and/or restrictions on certain uses, including uses determined by the Planning Commission (or the City Council upon appeal) to be incompatible or inconsistent with any authorized uses; compliance with applicable State and/or federal statutes and regulations, including but not limited to compliance with statutes and regulations regarding the appropriate operating guidelines for certain equipment (e.g., emissions standards, radio frequency emissions standards etc.);
c) Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable; and
d) Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible.

Landscape

28. Prior to the issuance of the Type 20 ABC license, the Applicant shall submit a landscape plan for Planning Division review and approval to improve all landscape planters that abut the public-right-of-way along Santa Anita Ave. and Asher St.

Police Department

29. Installation of High Definition Recording camera surveillance system as reviewed by the Police Department and located on file with the Planning Division is required prior to the issuance of the Type 20 License by the Department of Alcoholic Beverage Control. The Police Department shall have the authority to make changes to the plan as needed to enhance public safety. The camera surveillance system must be set up for a 30 day rotation period. All recordings must be kept onsite for at least 30 calendar days and must be made available to a City Employee upon request. The system shall be maintained and operating at all times.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at the regular meeting of this 7th day of July, 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 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 7th day of July, 2020 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Catherine A. Eredia, City Clerk

ATTACHMENT 3
PLANNING COMMISSION STAFF REPORT (AUGUST 13, 2019)

STAFF REPORT **AUGUST 13, 2019**

TO:	CITY PLANNING COMMISSION
FROM:	BETTY DONAVANIK COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
BY:	TONY BU ASSOCIATE PLANNER
SUBJECT:	CONDITIONAL USE PERMIT NO. 06-19
LOCATION:	3266 SANTA ANITA AVENUE APN: 8580-018-030
APPLICANT:	MORRIS POULDAR JIM P. OIL INC. 3266 SANTA ANITA AVENUE EL MONTE, CA 91733
PROPERTY OWNER:	ROYA INVESTMENT HOLDING LLC. 3266 SANTA ANITA AVENUE EL MONTE, CA 91733
ENVIRONMENTAL DETERMINATION:	ARTICLE 19. CATEGORICAL EXEMPTIONS – SECTION 15301 (CLASS 1 - EXISTING FACILITIES) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970 AND THE CEQA GUIDELINES, AS AMENDED
RECOMMENDATION:	ADOPT A CATEGORICAL EXEMPTION UNDER SECTION 15301 (CLASS 1 - EXISTING FACILITIES) AND APPROVE CONDITIONAL USE PERMIT NO. 06-19, SUBJECT TO CONDITIONS

REQUEST:

The Applicant requests the approval of Conditional Use Permit No. 06-19 to allow the ancillary off-sale of beer and wine (Type 20 ABC license) at an existing gasoline station/convenience store located in the C-2 (Retail Commercial) zone. This request is made pursuant to the requirements of Section 17.24.040(44) of the El Monte Municipal Code (EMMC).

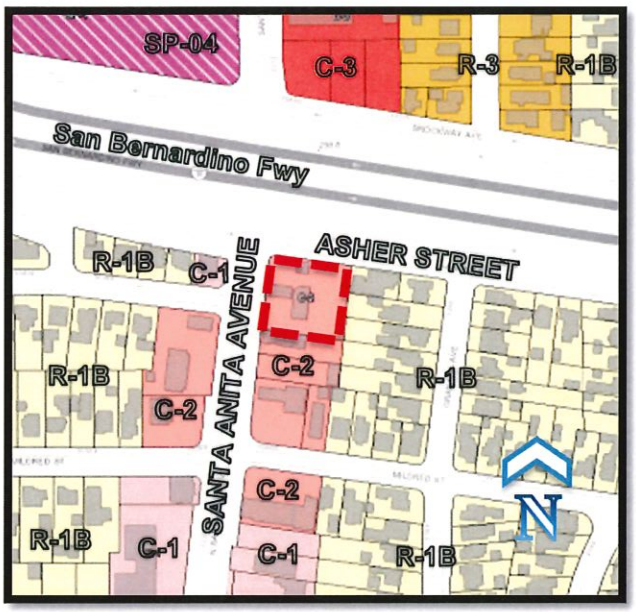
SUBJECT PROPERTY:

Location:	South-east corner of Santa Anita Avenue & Asher Street
General Plan:	Neighborhood Commercial
Zone:	C-2 (Retail Commercial)
Street Frontage:	155 feet (Santa Anita Avenue) & 175 feet (Asher Street)
Property Size:	27,249 SF
Existing Improvements:	A gas/service station consisting of a 1,579 SF convenience store with 12 gasoline dispensers.

SURROUNDING PROPERTIES:

	Zoning:	General Plan:	Land Use:
North:	10 Fwy, SP-01, C-3 & R-3	10 Freeway, Gateway Specific Plan & Downtown Core	10 Freeway
South:	C-2 & R-1B	Retail Commercial & Low Density Residential	Retail/commercial businesses & single/multi-family residences
East:	R-1B & R-3	Low Density Residential & Medium Density/Multi-Family	Single & multi-family residences
West:	C-2, R-1B & SP-01	Retail Commercial & Low Density Residential	Retail/commercial businesses & single family residences

ZONING AND AERIAL PHOTO:



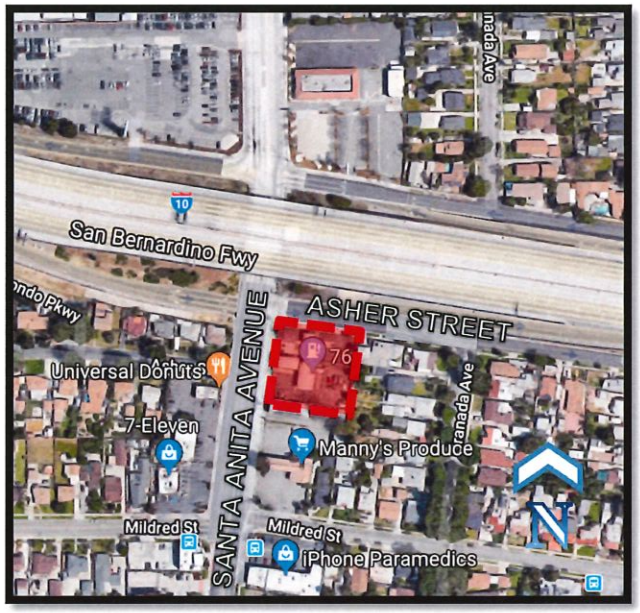


Exhibit 1: Site Plan & Floor Plan

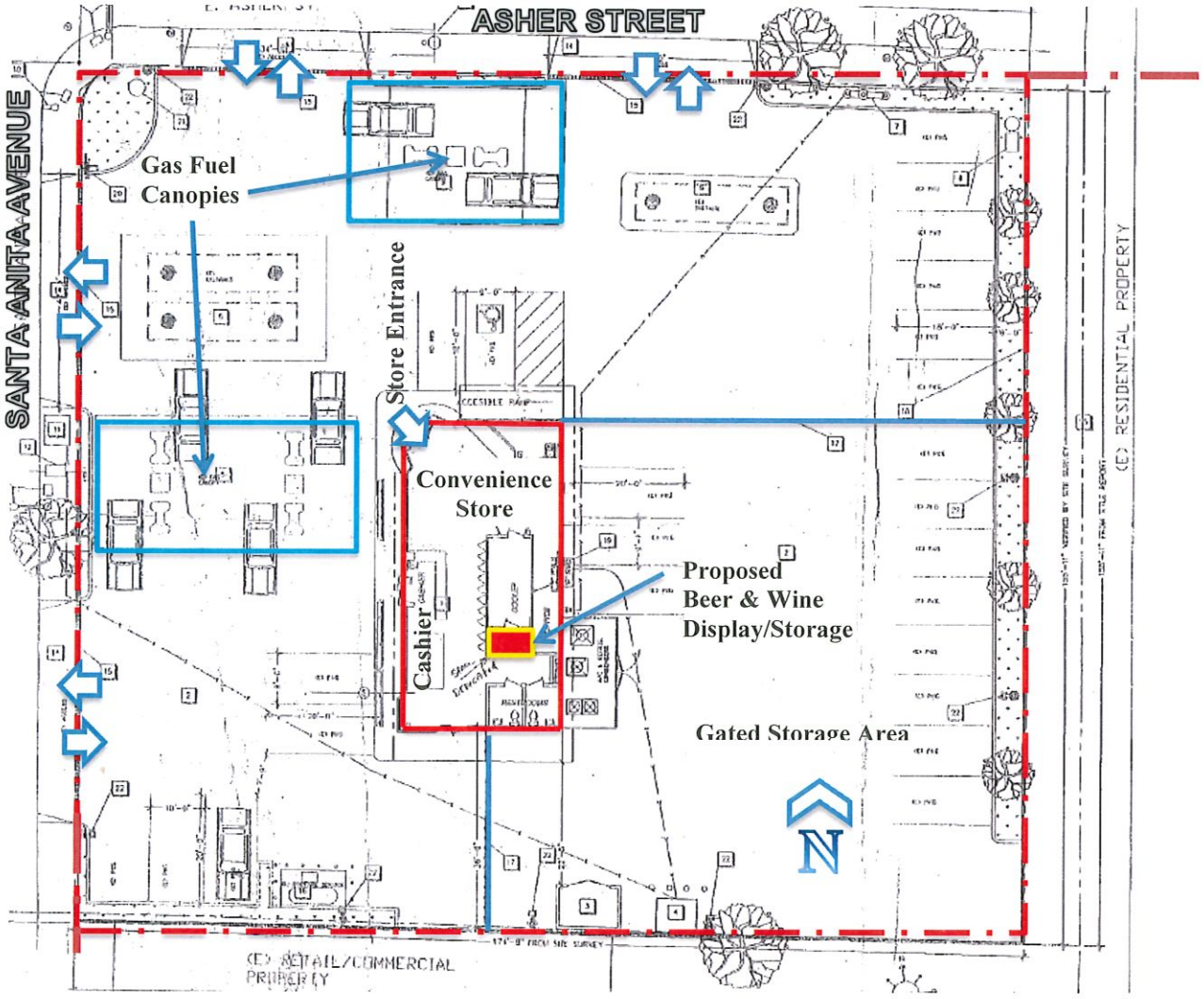
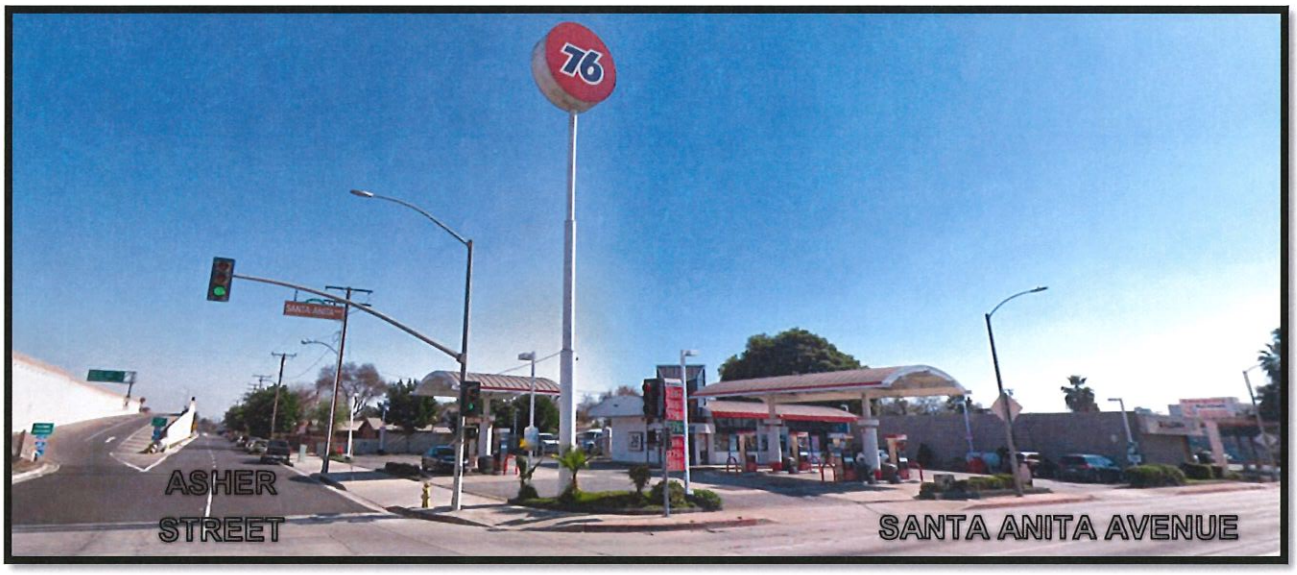


Exhibit 2: Elevation



BACKGROUND:

Per County Assessor's Records, in 1968, the subject property was improved with a self-service gasoline station consisting of a 1,579 square foot convenience store (including an office, utility room, coolers, restrooms, etc.), two (2) fueling canopies with a total of 12 fuel pumps, and a gated storage area. The property owner/applicant is now requesting the approval of the ancillary off-sale of beer and wine (Type 20 ABC License) at the existing gasoline station's convenience store. No construction or any physical improvements (other than interior/tenant improvement work) are proposed as part of the request.

Planning Commission Meetings (July 23, 2019 & June 25, 2019)
On July 23, 2019, Conditional Use Permit No. 06-19 was continued to a date uncertain due to the lack of a Planning Commission quorum as two (2) of the Planning Commissioners were not present. The proposed project was previously continued from the June 25, 2019 Planning Commission meeting due to information that was provided to the Planning Commissioners at the start of the meeting (Attachment B). The information provided pertained to Shining Star Preschool located at 3215 Santa Anita Avenue and the establishment's status as a "school" because the facility includes children through entry into first grade. El Monte Education Center is also located on the property; however, it does not operate as a school but is an administrative office. The Planning Commission meeting was continued in order for Staff to conduct further research and analysis in regards to the licensed/registered business status of Shining Star Preschool and the original intent of the provisions of Resolution No. 1762 (Attachment C) which governs the establishment of the off-sale of alcohol, particularly with the distance from and classification of a "school."

According to Resolution No. 1762, public/private schools located within 1,000 feet of the off-sale alcohol establishment would require the Applicant to secure a "Letter of Non-

protest" from an administrative official from the school and the tenant space would be subject to minimum floor area requirements and limitations on the display and storage of alcohol.

California Department of Social Services & California Department of Education
The State of California Department of Social Services is the agency responsible for issuing licenses for preschools and daycare centers. The California Department of Education is the agency responsible for issuing licenses for public and private schools. Per the State of California Department of Social Services, Shining Star Preschool is licensed as a "daycare center with no license from the California Department of Education." Therefore, based on the information obtained by the aforementioned State agencies, although Shining Star Preschool includes children through entry into first grade, it is not classified as a school as it is registered as a "daycare facility center" with children from ages 18 months to 5 years old, and therefore is not subject to the provisions of Resolution No. 1762.

Current Requirements for Off-Sales of Alcohol
Currently, the EMMC only requires off-sale liquor applicants that are within 1,000 feet from schools classified as an "elementary" or "high" school to secure a "letter of non-protest" from the school's official. In addition, the business would also be subject to specific floor area requirements and limitations on the display and storage of alcohol within the floor space.

At the June 25, 2019 Planning Commission meeting, the Commission directed Staff to look into the original intent of Resolution No. 1762 to determine if, at the time, the Planning Commission intended to include preschools/daycares to the classification of a "private/public school."

Previous & Current Ordinances/Resolutions
On November 23, 1982, the City Council adopted Ordinance No. 2027 and Planning Commission Resolution No. 1617 (Attachment D) to require all off-sale alcohol establishments (within the C-1 or less restrictive zones) to obtain a Conditional Use Permit. The provisions restricted such businesses from locating 750 feet away from any public or private elementary (at the time, included K through 8th grade) or high school. Furthermore, in a Planning Commission Staff Report dated August 12, 1982, preschools/daycares were specifically excluded from the classification of a public/private school (Attachment E).

On May 14, 1985, Ordinance No. 2115 and Planning Commission Resolution No. 1762 were adopted by City Council (amending Ordinance No. 2027 and Resolution No. 1617) to extend the 750 foot distance requirement from schools to 1,000 feet and to allow off-sale liquor licensing requests (within the new 1,000 foot boundary) to apply for a Conditional Use Permit, so as long as the business receives a "letter of non-protest" from the respective school. In addition, Resolution No. 1762 also established floor area requirements for such businesses that are within the new 1,000 foot boundary. (See Attachment C for a copy of Ordinance No. 2115 and Planning Commission Resolution No. 1762).

Therefore, because Shining Star Preschool is not licensed/registered as a school and the original intent of the provisions specifically exempted all preschools and daycares, Staff has determined that the current request for a Type 20 ABC license is indeed excluded from the requirement of obtaining a letter of non-protest from Shining Star Preschool as well as the provisions regarding floor area.

Previous Request for Type 20 ABC License
On May 20, 2014, a request for Type 20 ABC license was denied by the Planning Commission (Conditional Use Permit No. 01-14) due to concerns regarding potential adverse neighborhood impacts as well as the site's close proximity to Shining Star Preschool/El Monte Education Center. (See Attachment F for the May 20, 2014 Planning Commission Staff Report)

In Staff's denial recommendation of Conditional User Permit No. 01-14, it was determined that the proposed use was not complementary and compatible because it was located within 1,000 feet of a private pre-k through kindergarten school (Shining Star Preschool) and El Monte Education Center. As such, findings to deny the conditional use permit request were recommended by Staff at the time. Staff's current examination of Shining Star Preschool's registered status with the State of California Department of Social Services, has been determined that the current conditional use permit request is not subject to the off-sale liquor establishment distance requirements per Resolution No. 1762 as Shining Star Preschool and El Monte Education are not licensed as schools.

Current Business Operations
The current property owner/applicant has been operating the existing gas station/convenience store since 2013. The business is a self-serving gasoline station that operates 24-hours a day with convenience store hours from 6am until 8pm daily. There are a total of eight (8) employees that provide cashier, inventory, security and maintenance, and other gasoline station/convenience store services at the site. A security guard/maintenance person is at the site daily from 8:00 a.m. until 4:00 p.m.

The proposed ancillary sale of beer and wine would be confined within the 1,579 square foot convenience store which would be located directly in front of store's cashier/register and occupy no more than 5% or 82 square feet of the store's floor area. Staff has conditioned that the ancillary sale of beer and wine run concurrent with the operation hours of the convenience store and the ancillary sales of beer and wine would not occur between the hours of 8:00 p.m. to 6:00 a.m. In addition, Staff has conditioned that the sale of beer is restricted to only the manufacturer's original product packaging with a minimum of six (6) or more bottles/cans. In addition, the sale of wine is restricted to only the manufacturer's original product packaging with a minimum bottle size of 750 milligrams or more.

Site Circulation & Parking
The property is located at the south-east intersection of Santa Anita Avenue and Asher Street (immediately adjacent to the 10 freeway on-ramp located to the North). Vehicular ingress/egress to the site is provided from dual driveways along Santa Anita Avenue as well as along Asher Street. There are two (2) gasoline fuel pump canopies that abut the public-right-of-way at the north-west corner of the site and the 1,579 square foot

convenience store is located relatively at the center of the property with a gated storage area to the south-east portion of the site.

Currently, the site provides a total of 16 off-street customer parking spaces. Because the conditional use permit request is only for the ancillary off-sale of beer and wine and the applicant is not proposing to construct any additional building square footage, additional parking requirements are not applicable.

Proposed Floor Plan
The existing convenience store is located relatively at the center of the site with the building entrance at the north-east corner of the building. The applicant proposes to place the display/storage of beer and wine within the existing 1,579 square foot convenience store directly in front of the cashier/register. Staff has conditioned that the display/storage area occupy no more than 5% (82 square feet) of the convenience store floor area. In addition, a condition of approval was also included by staff to prohibit any signage/advertisements/promotions of beer and/or wine products outside of the confines of the convenience store building, including storefront windows that are visible from the exterior of the building.

PROJECT ANALYSIS:

2011 General Plan Consistency
The 2011 El Monte General Plan Land Use Element designates the subject site as "Neighborhood Commercial." Areas designated for Neighborhood Commercial provide convenient, smaller-scale retail businesses in close proximity to neighborhoods. Permitted uses include small commercial businesses (grocers, Laundromats, daycare centers, drug stores, etc.) that meet the needs of residents and do not generate substantial volumes of traffic.

Furthermore, the existing gasoline station/convenience store with proposed ancillary off-sale of beer and wine is consistent the General Plan as it would provide patrons with the convenience of purchasing beer or wine at a small commercial business, which is supported by the Neighborhood Commercial land use designation.

Furthermore, when evaluating the proposal to allow the ancillary off-sale beer and wine at the existing gasoline station/convenience market, staff considered the following:

1. Conformance with the EMMC, Planning Commission Resolution No. 1762; and
2. Information obtained from California Department of Alcohol Beverage Control (ABC).

Conformance with Planning Commission Resolution No. 1762
On May 14, 1985, the El Monte City Council amended Section 9224.4.26 of EMMC and adopted Resolution No. 1762 which set the following guidelines for reviewing requests for off-sale liquor establishments:

A. For all new off-sale liquor establishments, the applicant shall secure a letter of non-protest from the appropriate school principal or City Director of Recreation and Parks, if the perimeter of the lot or parcel of land upon which any portion of such business is conducted is located within 1,000 feet from all property used for any public or private elementary or high school or any City park and recreation facility.

B. A Conditional Use Permit will not be issued for a new off-sale liquor establishment located within 1,000 feet from all property used for any public or private elementary or high school or any City park and recreation facility unless the business occupancy complies with the following: (1) business occupancy has a minimum floor area of 25,000 square feet and (2) business occupancy has no more than 5% of its gross floor area devoted to alcoholic beverage.

Staff has determined that the subject gasoline station/convenience store is not located within 1,000 feet of any public or private elementary or high school or any City park and recreation facility. Shining Star Preschool is not considered to be a public or private elementary or high school (as stipulated in Resolution No. 1762), the subject property is exempt from the requirements of Resolution No. 1762. Therefore, the gasoline station/convenience store meets all the requirements of the EMMC for the granting of ancillary off-sales of beer and wine.

California Department of Alcohol Beverage Control (ABC)

As a part of an Alcoholic Beverage Control (ABC) License request evaluation process, City Staff contacted ABC for statistical information relating to the number of existing active off-sale licenses in Census Tract No. 4332.00 in which the site is located. According to ABC, Census Tract No. 4332.00 is not reported as a high crime area; however, the census tract has an undue concentration of off-sale licenses as the maximum total number allowed for off-sale licenses is four (4) while there are an existing nine (9) off-sale ABC licenses currently active within the census tract (see Attachment G). Table 1 below provides data obtained from the ABC on-line inquiry system which lists the active off-sale licenses within Census Tract No. 4332.00.

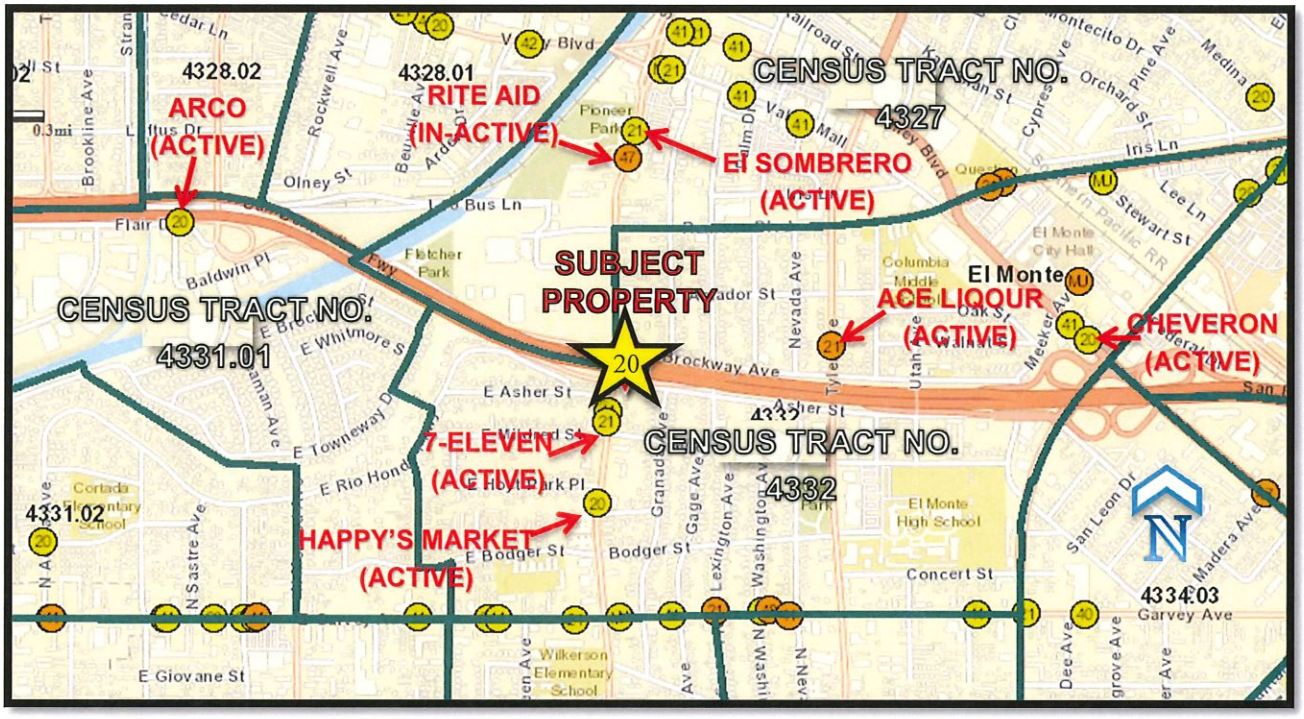
Table 1: List of Active Off-Sale Licenses in Tract 4332.00

	Type	Address	Business Name
1	20	10905-09 Garvey Avenue	21 Grocery
2	20	11114 Ramona Boulevard	99 Cents Only Stores
3	20	11453 Valley Boulevard	Chevron Station Inc.
4	21	10801 Garvey Avenue	Star Liquor
5	21	11110 Ramona Boulevard	Smart & Final
6	20	3643 Santa Anita Avenue	Walgreens
7	21	3243 Santa Anita Avenue	7 Eleven Store
8	21	3333 Tyler Avenue	Ace Liquor
9	20	3155 Santa Anita Avenue	Happy's Market

Spatial Analysis of Nearby Active ABC Licenses

Per the June 25, 2019 Planning Commission meeting, the Planning Commission directed staff to conduct a spatial analysis of the active ABC licenses that are within close proximity to the subject site.

Exhibit 3: Map of Active ABC Licenses



Staff analyzed Census Tract No. 4332.00 (subject property) in relation to the census tracts (Census Tract Nos. 4327 & 4331.01) that are within close proximity to the subject location. Staff found that the adjacent census tract to the west (Census Tract No. 4331.01) only contains one (1) active ABC license, which is a Type 20 ABC license located at 9824 Flair Drive (Arco Gas Station). The Arco Gas Station is located approximately 3,800 linear feet away from the subject location and is separated by the Rio Hondo Wash.

The adjacent census tract to the north (Census Tract No. 4327) contains a total of 16 active ABC licenses that include 10 off-sale licenses and six (6) on-sale licenses. The active ABC licenses that are closest to the subject site are located at 3570 Santa Anita Avenue (Rite Aid) and 3550 Santa Anita Avenue (El Sombrero Restaurant). The Rite Aid location is located approximately 2,400 linear feet away from the subject site. Although ABC records show that the Rite Aid has an active Type 21 ABC License (off-sale of beer, wine and distilled spirits), the business closed as of May 31, 2017 and the tenant space has not been in operation since. El Sombrero Restaurant is located approximately 2,000 linear feet away from the subject site with an active Type 47 ABC License (on-sale of beer, wine & distilled spirits). A majority of the remaining active ABC licenses within Census Tract No. 4327 are located along Valley Mall (to be renamed Main Street) and Valley Boulevard which are approximately 2,700 linear feet away, or more.

Staff finds that the request for a Type 20 ABC license at the subject location will not have a negative impact on the adjacent census tracts as the existing businesses with active ABC licenses are over 2,000 linear feet away from the subject location and do not offer the same sales of alcohol (gas station convenience store), with the exception of the Arco Gas Station located at 9824 Flair Drive. However, the Arco Gas Station is approximately 3,800 linear feet away from the subject property and is separated by the Rio Hondo Wash.

El Monte Police Department
The El Monte Police Department records indicate that the location proposed for the off-sale of beer and wine is not within a high crime rate reporting area; however, there have been calls for service on issues related to transient activity and loitering. Furthermore, the Police Department stated that if an off-sale ABC license were to be approved at the site, signage would need to be installed (to the satisfaction of the Police Department) to prohibit loitering and soliciting of money.

STAFF ANALYSIS

Public Convenience and Necessity
According to ABC, the tract has already reached the maximum recommended number of licenses allotted to Census Tract No. 4332.00. Therefore, this request would result in an over concentration of such licenses, and a finding of Public Convenience or Necessity must be made by the governing body in order to obtain the alcohol license from ABC.

Staff finds the proposed request for ancillary sales of beer and wine can be supported with a finding of public convenience. The addition of off-sale beer and wine sales to the gas station/convenience store will not have a negative impact on the surrounding area as off-premise alcohol sales are a typical accessory use within a gas station convenience store.

Of the nine (9) active off-sale ABC licenses already existing within the census tract, only one (1) establishment provides off-sale beer and wine at a gasoline station (the Chevron at 11453 Valley Boulevard near City Hall). Furthermore, the proposed ancillary off-sale of beer and wine at the subject property will provide a high level of convenience for patrons and residents. The current gasoline station operates 24 hours a day, seven (7) days a week with the convenience store open from 6:00 a.m. to 8:00 p.m. daily. The ancillary sale of beer and wine will run concurrently with the operating hours of the convenience store (6:00 a.m. to 8:00 p.m. daily) and a security guard/maintenance person will be present at the site from 8:00 a.m. until 4:00 p.m. daily.

Security & Maintenance
The current gasoline station operates 24 hours a day, seven (7) days a week with the convenience store open from 6:00 a.m. to 8:00 p.m. daily. A security system with HD surveillance cameras currently monitors the site with cameras that surveils outdoor and indoor business operations. A security guard/maintenance person will be present at the site from 8:00 a.m. until 4:00 p.m. daily.

Furthermore, to enhance the property's security and surveillance, Staff has conditioned that before an ABC license is obtained by the applicant, Police Department review/inspection of the existing security/surveillance system would be required. The Police Department would then have the authority to make any necessary changes to the existing security/surveillance system as needed to ensure public safety.

In addition, the property would be required to execute/record a maintenance agreement with the City to address and prevent maintenance issues (e.g. graffiti, trash and debris, upkeep/repairs, etc.) at the site. A clean-up plan would also be required that identifies the location of exterior waste receptacles while providing details for off-site litter clean-up for the public-right-of-way that is immediately adjacent to the site.

CITY REVIEW PROCESS:

Staff and other City Departments and Divisions have reviewed the project through the City's internal review process. This review process enables the various City Departments and Divisions (i.e. Planning, Building, Public Works/Engineering, Police and Fire) to review development proposals for conformity with the provisions established in the City's Municipal Code. Additionally, the review process ensures that each development proposal is designed to be compatible with any existing structures onsite and/or the neighboring properties. In turn, the quality and economic health of local residential, commercial and industrial districts are maintained. The concerns and/or conditions of all reviewing parties are included in the recommended conditions of approval. Public notices were mailed to all property owners within a 300-foot radius of the subject property.

ENVIRONMENTAL REVIEW:

In accordance with the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, this project is Categorically Exempt under Section 15301 (Class 1 – Existing Facilities) of the CEQA Guidelines, as amended.

RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL:

In order to approve the project, the Planning Commission is required to make certain findings. Section 6 of the draft resolution contains the recommended findings and Section 7 contains conditions of approval for the Planning Commission's consideration.

RECOMMENDATION:

Staff recommends that the Planning Commission evaluate the proposal and consider the following Actions:

1. Adopt a Categorical Exemption under Section 15301 (Class 1 – Existing Facilities) pursuant to the California Environmental Quality Act and Guidelines, as amended; and

2. Approve Conditional Use Permit No. 06-19 subject to the recommended Conditions of Approval contained in Section 7 of the attached Resolution.

ATTACHMENTS:

A. Resolution No. 3547
B. Shining Star Preschool (CA Department of Social Services License)
C. Ordinance No. 2115 & Planning Commission Resolution No. 1762
D. Ordinance No. 2027 & Planning Commission Resolution No. 1617
E. August 12, 1982 Planning Commission Staff Report
F. May 20, 2014 Planning Commission Staff Report
G. ABC's Undue Concentration Rate Determination
H. Project Plans
I. Public Hearing Notice
J. Radius Map
K. Photo of Public Notice Posting

ATTACHMENT 4
PLANNING COMMISSION RESOLUTION NO. 3547

RESOLUTION NO. 3547

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA DENYING CONDITIONAL USE PERMIT NO. 06-19 TO ALLOW THE ANCILLARY OFF-SALE OF BEER AND WINE (TYPE 20 ABC LICENSE) AT AN EXISTING GAS STATION WITH A 1,579 SQUARE FOOT CONVENIENCE STORE FOR THE PROPERTY LOCATED AT 3266 SANTA ANITA AVENUE, EL MONTE, CALIFORNIA.

The Planning Commission of the City of El Monte, County of Los Angeles, State of California, does hereby find, determine and resolve as follows:

SECTION 1 – PROJECT DESCRIPTION. On April 25, 2019, Morris Pouldar (Jim P. Oil Inc.), 3266 Santa Anita Avenue, El Monte CA 91733, filed an application for Conditional Use Permit No. 06-19 to include the ancillary off-sale of beer and wine (Type 20 ABC license) to an existing 1,579 square foot convenience store at an existing gasoline station.

SECTION 2 – PUBLIC HEARING. This request is made pursuant to the requirements of Section 17.24.040 of the El Monte Municipal Code (EMMC). The property is located at 3266 Santa Anita Avenue, at the south-east intersection of Santa Anita Avenue and Asher Street, and described as follows, to-wit:

APN: 8580-018-030

After due notice as required by law, a full and fair public hearing was held to consider approval of Conditional Use Permit No. 06-19 before this Planning Commission on August 13, 2019 at which time, all interested persons were given full opportunity to be heard and present evidence. The Planning Commission denied Conditional Use Permit No. 06-19 (3-2) and directed staff to formulate findings in accordance with the motion for

denial. The denial findings are listed below in Section 3 (Conditional Use Permit Findings).

SECTION 3 - CONDITIONAL USE PERMIT FINDINGS. For a Conditional Use Permit to be approved, all necessary findings for the granting of Conditional Use Permit No. 06-19, to allow ancillary off-sale of beer and wine service in conjunction with an existing gasoline station/convenience store, pursuant to Section 17.24.050 of the EMMC must be made in a positive manner. The Planning Commission and Staff finds that the following findings cannot be made in a positive manner.

A. The granting of such Conditional Use Permit will not be detrimental to the public health or welfare or be injurious to the property or to improvements in such zone or vicinity.

Finding of Fact:

The Department of Alcohol Beverage Control (ABC) recommends a maximum of three (3) off-sale licenses for the census tract in which the project site is located. The current number of licenses is nine (9). The Planning Commission finds that adding another off-sale license will create an undue concentration that will be detrimental to the health and welfare of the vicinity and City by exacerbating an overabundance of alcoholic beverages available for sale in the vicinity.

B. The alcohol use applied for provides a public convenience or necessity to the surrounding community (e.g. increases in employment, increases in business taxes, whether the project is a unique business addition to the community, whether the project will contribute to the economic goals of the area, and whether the project will result in a positive upgrade of the area).

Finding of Fact:

The Planning Commission finds that the proposed use does not provide an added public convenience to or is necessity for the surrounding community. The recommended maximum number of off-sale licenses currently adequately serves the census tract and the addition of another will create an undue concentration within the tract. In addition, the nearest off-sale location is 7-Eleven which is located across the street and within the same block as the subject property offering beer, wine, and distilled spirits pursuant to an ABC Type 21 off-sale general license.

SECTION 4 – DENIAL DETERMINATION. Based on the findings contained in Section 3 of this Resolution, the Planning Commission does hereby deny Conditional Use Permit No. 06-19.

SECTION 5 – PLANNING COMMISSION DENAIL. The Secretary of the Planning Commission of the City of El Monte, California, shall certify to the adoption of this Resolution and shall cause a copy of the same to be forwarded to the applicant.

Cesar Peralta, Chairperson

ATTEST:

Marcella Magdaleno, Secretary
El Monte City Planning Commission

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

I, Marcella Magdaleno, Secretary of the Planning Commission of the City of El Monte, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 3547 adopted by the Planning Commission of the City of El Monte, at a regular meeting by said Commission held on August 27, 2019, by the following votes to wit:

AYES: Gonzalez, Peralta, Wong

NOES: Cruz, Nuño

ABSTAIN:

ABSENT:

Marcella Magdaleno, Secretary
El Monte City Planning Commission

ATTACHMENT 5
CITY COUNCIL APPEAL PUBLIC NOTICE

CITY OF EL MONTE CITY COUNCIL
NOTICE OF PUBLIC HEARING

Hablamos Español favor de hablar con
Sandra Elias (626) 258-8626

TO: All Interested Parties

FROM: City of El Monte City Council

PROPERTY LOCATION: 3266 Santa Anita Ave / APN: 8580-018-030 (A full legal description of the property is on file in the office of the El Monte Planning Division)

APPLICATION: Appeal of Planning Commission Decision

REQUEST: A public hearing to consider an appeal of Resolution No. 3547 denying Conditional Use Permit No. 06-19 for the establishment of an off-sale beer and wine license within an existing 1,579 square foot gas station convenience market located at 3266 Santa Anita Avenue (southeast corner of Santa Anita Avenue and Asher Street).

The Planning Commission originally denied the request at a noticed public hearing on August 13, 2019. The applicant appealed the decision on September 4, 2019. The appeal was delayed for several months and will be presented to the City Council on July 7, 2020.

APPLICANT: Morris Pouldar
Jim P. Oil Inc.
3266 Santa Anita Avenue
El Monte, CA 91733

PROPERTY OWNER: Roya Investment Holdings, LLC.
3266 Santa Anita Avenue
El Monte, CA 91733

ENVIRONMENTAL DOCUMENTATION: Article 19. Categorical Exemptions – Section 15301 (Class 1 – Existing Facilities) in accordance with the requirements of the California Environmental Quality Act of 1970 and the CEQA Guidelines, as amended.

PLACE OF HEARING: Pursuant to State Law, the City Council will hold a public hearing to receive testimony, orally and in writing, on the proposed project. The public hearing is scheduled for:

Date: Tuesday, July 7, 2020
Time: 7:00 p.m.
Place: El Monte City Hall East – Council Chambers
11333 Valley Boulevard, El Monte, California

Members of the public wishing to attend the meeting in person shall wear a face covering/mask and adhere to social distancing protocols to protect the health and safety of the public.

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

(1) Turn your TV to Channel 3;
(2) Visit the City's website at http://www.elmonteca.gov/378/council-meeting-videos

Members of the public wishing to provide questions/comments remotely during the meeting shall:

(1) Call the City's conference line at (888) 204-5987 with access code 8167975.

Persons wishing to comment on the environmental documentation or proposed application may do so orally or in writing at the public hearing or in writing prior to the meeting date. Written comments shall be sent to Tony Bu; El Monte City Hall West; 11333 Valley Boulevard; El Monte, CA 91731 or at tbu@elmonteca.gov. If you challenge the decision of the City Planning Commission, in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Planning Commission at, or prior to, the public hearing. For further information regarding this application please contact Tony Bu at (626) 580-2152. Monday through Thursday, except legal holidays, between the hours of 7:00 a.m. and 5:30 p.m

Persons wishing to comment on the environmental documentation or proposed application may do so orally or in writing at the public hearing or in writing prior to the meeting date. Written comments shall be sent to Tony Bu; El Monte City Hall West; 11333 Valley Boulevard; El Monte, CA 91731 or at tbu@elmonteca.gov. If you challenge the decision of the City Council, in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. For further information regarding this application please contact Tony Bu at (626) 258-8626, Monday through Thursday, except legal holidays, between the hours of 7:30 a.m. and 5:30 p.m.

Published and mailed on: Thursday, June 25, 2020

City of El Monte
Catherine A. Eredia, City Clerk

CITY OF EL MONTE

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 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 PROFESSIONAL SERVICES AGREEMENT WITH SCI CONSULTING GROUP TO PROVIDE APPLICATION EVALUATION SERVICES FOR THE CITY'S COMMERCIAL CANNABIS BUSINESSES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Professional Services Agreement (Attachment 1) with SCI Consulting Group to provide application evaluation services for the City's Commercial Cannabis Businesses in an amount not-to-exceed $90,000; and
2. Authorize the City Manager to execute the Professional Services Agreement with SCI Consulting Group.

BACKGROUND

On December 3, 2019, the City Council adopted Ordinance No. 2960, the "Commercial Cannabis Regulation and Public Safety Initiative Measure" without alteration, pursuant to California Elections Code §9215(a). Effective January 2, 2020, the Ordinance allows medicinal and adult use cannabis cultivation, manufacturing, distribution, testing, and allows a maximum of six (6) retail licenses in the City of El Monte (the "City").

Pursuant to El Monte Municipal Code (EMMC) Chapter 5.18 Commercial Cannabis Activities, no person may engage in any commercial cannabis business unless the person has a valid commercial cannabis business permit issued by the City and any other applicable approvals, including, but not limited to: a building permit; City business license; and state licenses.

Commercial Cannabis Business License Applications for cannabis cultivation, manufacturing, distribution, retail, and laboratory testing were due on June 15, 2020. The City received a total of 19 applications consisting of the following license types:

- Retail only: 12
- Cultivation, manufacturing, distribution, and retail: 5
- Cultivation, manufacturing, and distribution: 1
- Manufacturing and distribution: 1

The Application review process includes City staff review for completeness, a merit-based evaluation to be conducted by a third-party consultant, and background checks. The applicants that have passing scores in accordance with Chapter 5.18 would be able to apply for City and State permits.

DISCUSSION

In order to ensure a fair and transparent application review process, on April 1, 2020, the City issued a Request for Proposals (RFP) (Attachment 2) to solicit proposals for monitoring and compliance of cannabis businesses within the City. The RFP included two (2) components as follows:

I. **Application Evaluation Process** – The consultant would conduct an independent, merit-based review of each Commercial Cannabis Business License Application. Each application would be scored on the following criteria as outlined in Ordinance No. 2960:

   A. Qualifications of Owners/Managers – 100 points
   B. Plans, Renderings, Location, and other Diagrams – 100 points
   C. Business Plan – 100 points
   D. Operations Plan – 100 points
   E. Safety Plan – 100 points
   F. Security Plan – 100 points
   G. Neighborhood Compatibility Plan – 100 points
   H. Community Benefits Plan – 175 points
   I. Collective Bargaining Agreement – 25 points

   Total possible score: 1,000 points

Retail applications with the six (6) highest scores may proceed to the City permitting phase. Applications for manufacturing, cultivation, distribution, and laboratory testing facilities with a passing score of 800 points or greater may proceed to the City permitting phase.

I. **Compliance Monitoring** – The consultant would conduct the on-going monitoring of cannabis businesses and facilities to ensure compliance with applicable laws (i.e. City ordinance, State laws, etc.). The Compliance

Monitoring would include the following tasks:

a. Building Plan Checks: Perform building plan checks in compliance with the approved cannabis application and State cannabis laws.
b. Provide onsite facility inspections to ensure cannabis businesses are in compliance with City Ordinance and State cannabis laws.
c. Financial Audits:
    i. Conduct financial audits of cannabis businesses.
    ii. Confirm sales and inventory compliance.
    iii. Ensure cannabis businesses are in compliance with business tax reporting, and Measure PC tax reporting, including tax returns.
d. Provide the City with ongoing technical support and policy expertise based on the industry and applicable laws.

A total of 11 proposals were received: six (6) proposals for the Application Evaluation Process and Compliance Monitoring; one (1) for the Application Evaluation Process component only; and four (4) proposals for the Compliance Monitoring component only. The proposals were reviewed by a three (3) person panel comprised of representatives from the Community and Economic Development Department, the City Attorney's Office, and the Police Department. The panel is recommending that the City Council contract with SCI Consulting Group ("SCI") as the consultant for the third party responsible for the Application Evaluation Process.

SCI Consulting Group has extensive statewide experience in cannabis consulting for 11 municipalities in California, including West Hollywood and San Bernardino. SCI contracts exclusively with public agencies ensuring that there is no conflict of interest with the cannabis industry. SCI specializes in assisting public agencies with cannabis programs including: community support; implementation; application process development; application review and scoring; monitoring and compliance; business tax auditing; and community outreach. Specifically, SCI has direct experience in the application evaluation process as a cannabis consultant for the City of West Hollywood, where SCI conducted the review of 300 cannabis retail applications, of which 36 permits were awarded. Furthermore, reference checks of the firm with the cities of West Hollywood and San Bernardino came very highly recommended.

The consultant for Compliance Monitoring will be presented to the City Council at a future date, once the number of passing cannabis applicants have been identified. The number of passing cannabis applicants will determine the final scope of work and compensation for the Compliance Monitoring consultant (based on the number of cannabis operations).

FISCAL IMPACT

There will be no City-costs associated with the review of the cannabis applications. The

Commercial Cannabis Business License Application included fees for the application evaluation process which was collected at the time of each application submittal. Staff is requesting that the City Council authorize an appropriation of $90,000 in Account Number 100-61-603-6111 General Contract Services, which will be offset by Revenue Account Number 100-61-4357. Per the proposed agreement, SCI Consulting Group's rate for the Application Evaluation Process is $90,000.

CONCLUSION

It is recommended that the City Council approve the Professional Services Agreement with SCI Consulting Group to provide application evaluation services for the City's Commercial Cannabis Businesses; and authorize the City Manager to execute the Professional Services Agreement with SCI Consulting Group.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BETTY DONAVANIK
Community & Economic Development Director

Attachment:

1. Professional Services Agreement and SCI Consulting Group Proposal
2. Request for Proposals

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

ATTACHMENT 1
PROFESSIONAL SERVICES AGREEMENT

For Internal Use Only
Contract No.: 20ED06071

2020
PROFESSIONAL SERVICES AGREEMENT
(Commercial Cannabis Consulting Services)
(Parties: SCI Consulting Group and City of El Monte)

THIS 2020 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of July 2020 (hereinafter, the "Effective Date"), by and between the CITY OF EL MONTE, a municipal corporation ("CITY") SCI Consulting Group, a California corporation (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.

RECITALS

WHEREAS, the CITY seeks to engage with CONSULTANT to provide consulting services related to the application evaluation process for the City's licensing of commercial cannabis businesses;

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors;

WHEREAS, this Agreement is being issued pursuant to an request for proposals issued by the City on April 1, 2020;

WHEREAS, this Agreement was approved by the City Council at its regular meeting of July 7, 2020; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**) for the City's application evaluation process. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term commencing from the Effective Date through June 30, 2022. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services for the application evaluation process in accordance with the compensation schedule which is included in Exhibit "A" (hereinafter, the "Approved Cost Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of EIGHTY FIVE THOUSAND AND FIVE HUNDRED DOLLARS ($85,500) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Manager. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, 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 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed 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 shall 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 shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall 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 shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 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 Services, CONSULTANT shall 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 shall 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 REPRESENTATIVES: The CITY hereby designates the Community and Economic Development Director or designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates John Bliss to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall 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 shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall 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.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. 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

F. All of CONSULTANT's employees and agents (including but not limited 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 shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall 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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall 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.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall 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 shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall 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 shall 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 shall 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 One Million Dollars ($1,000,000.00) 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 shall 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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall 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 shall 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 shall 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 Representatives are 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 shall 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 shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

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 its shall 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 shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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.

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 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.

4.4 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 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 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.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall 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 shall 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, shall 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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 shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B 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 shall 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 shall cure the following Events of Defaults within the following time periods:

i. Within three (3) 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 3-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 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-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 shall 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 shall include, but shall 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 Services; (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 of 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 shall 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 1.4, above, shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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 shall 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:
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, California 94534
Phone: (707) 430-4300

CITY:
City of El Monte
Community and Economic Development
11333 Valley Boulevard
El Monte, CA 91731
Attn: Betty Donavanik
Phone: (626) 258-8626
E-mail: bdonavanik@elmonteca.gov

Such notices shall 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 shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall 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, shall 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 shall 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, shall 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 shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall 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, shall 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, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall 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 shall 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 shall not be construed in favor of, or against, either Party but shall 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 shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall 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 shall 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, limits, 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is 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, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all

three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

[SIGNATURES ON FOLLOWING 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

By:_____
Alma K. Martinez, City Manager

SCI CONSULTING GROUP

By:_____

Name:_____

Title_____

APPROVED AS TO FORM:

By:_____
Office of the City Attorney

EXHIBIT "A"

PROPOSAL FOR THE

CITY OF EL MONTE

TO PROVIDE

CANNABIS MONITORING AND CONSULTING SERVICES

APRIL 30, 2020

SUBMITTED BY:

SCIConsultingGroup
4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

THE PUN GROUP
ACCOUNTANTS & ADVISORS
200 E. SANDPOINT AVE., SUITE 600
SANTA ANA, CA 92707
PHONE 949.777.8801
FAX 949.777.8850
www.pungroup.com

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SCIConsultingGroup
Public Finance Consulting Services

April 30, 2020

Betty Donavanik
Director of Community and Economic Development
City of El Monte
11333 Valley Blvd.
El Monte, CA 91731-3293

Re: City of El Monte's Request for Proposal for Cannabis Monitoring and Consulting Services

Dear Betty:

SCIConsultingGroup ("SCI") and The Pun Group LLP, (collectively known as "the SCI Team") are pleased to submit this proposal for cannabis-related services to the City of El Monte ("City"). The SCI Team has reviewed the RFP and relevant information and proposes to comprehensively provide the cannabis-related services, as fully described in the Scope of Services:

1. Application Evaluation Process
2. Compliance Monitoring
    a. Building Plan Checks
    b. Onsite Facility Compliance Inspections
    c. Financial Audits
    d. Ongoing Technical Support

THE SCI TEAM Simply put, SCI will conduct application evaluation, building plan checks, and onsite compliance inspections and the Pun Group will facilitate annual financial audits.

SCI is one of California's three premier firms providing public agency consulting for the implementation of local cannabis regulation and has broad and direct experience with California municipalities providing all the services listed above. We believe our expert knowledge of the cannabis industry, coupled with our broad experience providing municipalities with regulation, revenue and administration consulting services, will serve the City of El Monte well.

This proposal is valid for 90 days from April 30, 2020.

We look forward to this opportunity in assisting the City of El Monte with this important project and stand ready to proceed. If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at (707) 430-4300 or via email at john.bliss@sci-cg.com.

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.

Sincerely,

John Bliss, P.E.
President

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BACKGROUND

SCI provides cannabis-related advice and broad consulting services to a variety of public agencies in California, including community support analysis, health and safety regulations, fee studies, taxation, implementation, application process development, application review, and scoring, monitoring and compliance, business tax auditing, and community outreach.

Our core philosophy and approach towards the implementation of local cannabis policy is more broadly balanced than that of our competitors. Our philosophy is our genesis as a solution-based engineering firm that has evolved and developed in-house expertise in public policy and community outreach. Although our quantitative and regulatory rigor and attention to detail are unsurpassed, we balance this with realistic approaches to a real-world challenge, fully understanding and supporting the City's challenging transition into a regulated and legal cannabis marketplace. Hence, SCI balances enforcement of local and State code along with the need to support viable cannabis businesses and to shepherd non-compliant businesses into a safe and regulated environment.

Since 2016, SCI has been widely recognized as one of the top local cannabis implementation consulting firms in California. We are currently under contract to provide cannabis-related consulting services to:

City of Coalinga	City of Richmond
City of Colfax	City of San Bernardino
City of Dunsmuir	City of San Carlos
City of Lompoc	City of Shasta Lake
City of Merced	City of West Hollywood
City of Nevada	County of San Benito

SCI has considerable experience providing cannabis monitoring and compliance services for local municipalities in California. Beginning in 2017, SCI conducted some of the first cannabis compliance onsite inspections in the State of California for the City of Coalinga. Since then, SCI has expanded its services to the Cities of Colfax, Dunsmuir, Merced, San Bernardino, San Carlos, Shasta Lake and Woodlake. To date, SCI has conducted over 150 compliance on-site inspections for various cannabis businesses including cultivation, distribution, manufacturing, and retail.

Additionally, SCI has broad experience with cannabis application process development and the review and evaluation of applications for local municipalities in California. Most notably in 2018, SCI served as one of the five panelists selected to independently review and score over 300 retail permit applications for the City of West Hollywood. In a three month period, SCI reviewed over 20,000 pages and individually scored each application. SCI's services helped create an exciting future for commercial cannabis in West Hollywood, where permits were awarded to 36 exciting business concepts that industry experts agree will together form the world's premier cannabis retail experience. SCI currently provides application review and evaluation services to the Cities of Colfax, Dunsmuir, Merced, Nevada, Lompoc, San Bernardino, San Carlos, and the County of San Benito.

The Pun Group, LLP, Certified Public Accountants and Business Advisors, (the "Firm") founded in 2012, is a California based limited liability partnership. We are a full-service accounting firm providing auditing, accounting, tax, and advisory services to a variety of industries, including but not limited to, governments, not-for-profit, cannabis, healthcare, manufacturing and distribution, and technology.

The Pun Group is a proven leader in professional services to the government sector. Currently, The Pun Group is the firm of choice for 100 governmental agencies throughout California. We credit part of our success to our professional's participation with various professional organizations, bringing to our clients unparalleled knowledge of regulatory agencies and standard setters such as AICPA, FASB, GASB, GAO, ASCPA, CalCPA, GFOA, League of California Cities, among many others. Such experience is critical to address emerging accounting and auditing issues within the government environment.

In 2018, The Pun Group teamed up with a Canadian Certified Public Accounting Firm to provide professional auditing services to a Los Angeles base Cannabis business (Cultivator and Distributor) in order to assist them in their Initial Public Offering (IPO) process.

The Pun Group and all key engagement team members are licensed by the State of California to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under U.S. GAO's *Government Auditing Standards* to perform the proposed audits.

QUALIFICATIONS AND PERSONNEL

If selected for this project, SCI's office located in Fairfield, CA will serve as the principle office for implementing the agreement. Kyle Tankard, Senior Consultant and Cannabis Services Group Leader at SCI, will serve as the project leader and day-to-day project manager for the SCI portion of the work. Chris Coulter, Arcelia Herrera and John Bliss will support Kyle's efforts. Ken Pun, of the Pun Group, will lead the financial audit work with support from Vanessa Burke and David Siris. The resumes are attached herewith.

JOHN BLISS, M.ENG., P.E., PRESIDENT/CANNABIS ADVISOR — SCI

John Bliss, a professional engineer and President of SCI, specializes in special tax consulting, assessment engineering, special and general benefit analysis, crafting legally compliant, robust Engineer's Reports, assessment administration, cost estimating and budgeting, database design and implementation, regulatory compliance, and revenue measure formations. He has 16 years of experience in this field of expertise. Mr. Bliss graduated from Brown University with a Bachelor of Science Degree in Engineering and holds a Master's Degree in Civil Engineering from The University of California, Berkeley, where he was a Regent's Scholar. He is a licensed professional Civil Engineer in the State of California and is a LEED accredited professional.

KYLE TANKARD, CANNABIS SERVICES GROUP LEADER/SENIOR CONSULTANT — SCI

Kyle Tankard, Senior Consultant, serves as the Cannabis Services Group Leader at SCI providing local cannabis policy expertise in California. He plays a diverse role, assisting municipalities with all aspects of local cannabis implementation including regulatory development, taxation policy and cost recovery, cannabis compliance, application review, and cannabis-related public education and outreach. In addition, Mr. Tankard brings seven years of project management experience to SCI, leading and assisting in the formation and administration of local revenue

measures and their annual administration. He currently administers a variety of assessments and tax levies for a variety of special districts and cities throughout California.

CHRIS COULTER, SENIOR CANNABIS CONSULTANT/SENIOR CONSULTANT — SCI

Chris Coulter serves as a senior Cannabis Consultant at SCI, contributing extensive experience assisting local agencies in developing cannabis policies for regulation, compliance, auditing, and economic development. Mr. Coulter has developed high-profile commercial cannabis application selection processes for several jurisdictions in California and contributes comprehensive knowledge of implementing compliance regulations for all cannabis activities. Mr. Coulter also brings extensive consulting experience leading formations of proposition 218 benefit assessment districts, funding measure feasibility projects, rate study analyses, community facility districts, and tax rate structures. He also specializes in the annual administration of complex, large scale property assessments and taxes throughout California. He is currently responsible for ensuring annual assessment revenues of more than $50 million for several prominent public agencies with SCI.

ARCELIA HERRERA, CANNABIS COMPLIANCE CONSULTANT/SENIOR CONSULTANT — SCI

Arcelia Herrera contributes over 14 years of experience in local cannabis policy, consulting, and administration for public agencies in California. Ms. Herrera is responsible for the development and management of the cannabis monitoring and compliance program at SCI. She has extensive experience conducting on-site facility inspections, ensuring local and State compliance. To date, she has conducted over 75 facility inspections. In addition, Ms. Herrera has expertise in the creation and administration of assessments and fees, database management, and community educational outreach. She has conducted several analyses of cost recovery fee studies in compliance with Proposition 26 for cities and counties to develop fees for commercial cannabis businesses. She has particular expertise in communication with local Latino communities.

KENNETH H. PUN, CPA, CGMA — THE PUN GROUP

With over 19 years of public accounting experience in the State and Local Government sector, Mr. Pun is the Managing Partner and an Assurance Partner at the Firm. Mr. Pun specializes in audits and management consulting for governmental organizations and has served as the Contract Deputy Finance Director for the City of San Marino in 2017. Mr. Pun also serves as the Chair of the California Society of CPAs Governmental Auditing Accounting Committee. Mr. Pun will actively act as the Engagement Partner with the assigned task of directly overseeing the Engagement Team, engagement planning and fieldwork, review for quality, and approve work papers and reports. Mr. Pun will be responsible for the timely delivery of the Financial Audit services.

VANESSA I. BURKE, CPA, CPFO — THE PUN GROUP

Vanessa Burke is an Assurance and Consulting Services Partner with 30 years of experience in providing audit and advisory services to local government agencies including cities, public pension plans, community colleges, college foundations, hospitals, school districts, county offices of education, special districts, and joint powers insurance authorities. not-for-profit organizations, and federal and state agencies. Vanessa will act as the Concurring Partner and provide second partner review of significant high-risk areas, audit reports, and in resolution of significant accounting, auditing, and reporting matters

DAVID SIRIS, CPA, ADVISORY AND ASSURANCE MANAGER — THE PUN GROUP

David Siris, CPA, is an Advisory & Assurance Manager at The Pun group, LLP with more than ten (10) years of experience in providing accounting and audit services, internal control and risk evaluation, and business consulting to privately held and public companies. Mr. Siris has worked with clients in a variety of industries including cannabis, manufacturing and distribution, large not-

for-profits entities, and government entities. David has been responsible for managing, planning and performing financial and regulatory external and internal audits and for developing and conducting internal control procedures and risk assessment evaluations. He has evaluated key processes within companies to determine areas of operating inefficiencies or potential internal control weaknesses and developed findings into recommended courses of actions and into report comments and recommendations for resolution.

JOHN BLISS, P.E.

PRESIDENT

SCIConsultingGroup
Public Finance Consulting Services

EDUCATION

Masters of Engineering, Civil Engineering, 1990
University of California, Berkeley

B.S. in Engineering, 1986
Brown University

California Registered Civil Engineer
Certificate Number 52091

EXPERIENCE

SUMMARY:

- Local cannabis policy development and implementation services
- Fee, Tax, and Assessment engineering experience
- Local revenue measure formation and administration
- Public education and outreach
- GIS, data analysis, and database engineering and management

Employment History

SCI Consulting Group (SCI)
April 2002 – Present

Constructionprice, Inc
August 1997 – July 1999

Shimmick Construction Company
September 1990 – December 1996

ABOUT JOHN

John Bliss, a professional engineer and President of SCI, specializes in policy and engineering for local California municipalities in the areas of fire protection, housing affordability, parks and recreation, cannabis regulation, storm drainage and mosquito control. He provides services including special tax consulting, assessment engineering, special and general benefit analysis, Engineer's Reports development, assessment administration, cost estimating and budgeting, database design and implementation, regulatory compliance, and revenue measure formations. John is identified as a recognized expert fee and assessment engineer and Proposition 218 compliance specialist who has served as technical authority and has worked with most of the leading Proposition 218 specialized attorneys in the State. He has 17 years of experience in this field of expertise.

RELATED PROJECT EXPERIENCE

Cannabis Workshops and Webinars

John led the development of SCI's cannabis practice area and was instrumental in the early development of processes and communications for the implementation of local cannabis policy in California. In 2015, he developed a series of cannabis-related workshops and webinars to comprehensively assist cities and counties with cannabis implementation. He is responsible for synthesizing the implementation process into six discrete steps (e.g. Outreach, Ordinance, Selection, Fees, Taxes, and Compliance) which are now commonly used by most municipalities when implementing commercial cannabis activities in their communities.

City of Richmond

Beginning in 2018, SCI was engaged by the City of Richmond to provide cannabis consulting services, which included ordinance development, public education and outreach, regulatory fee development, application selection process, and equity program development. John has spearheaded the City's effort to develop an equity program to promote equitable access to commercial cannabis business opportunities.

Fire Prevention Fee – CAL FIRE

John led the SCI team's development and administrative implementation of CAL FIRE's Fire Prevention Fee beginning in 2012, involving over 150 personnel and affecting over 1.3 million parcels throughout California.

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KYLE TANKARD

SENIOR CONSULTANT

SCIConsultingGroup
Public Finance Consulting Services

EDUCATION

B.A. in Environmental Studies, 2012
University of California, Santa Cruz

EXPERIENCE

SUMMARY:

- Local cannabis policy, taxation and implementation services
- 7 years project management experience
- Local revenue measure formation and administration
- Public education and outreach
- GIS, data analysis, & database management

Employment History

SCI Consulting Group (SCI)
12/2012 - Present

ABOUT KYLE

Kyle Tankard, Senior Consultant, serves as the Cannabis Business Leader at SCI providing local cannabis policy expertise in California. He plays a diverse role assisting municipalities with all aspects of local cannabis implementation including regulatory development, taxation policy and cost recovery, cannabis compliance, application review and cannabis-related public education and outreach. In addition, Kyle brings 7 years of project management experience to SCI, leading and assisting in the formation and administration of local revenue measures and their annual administration. He currently administers a variety of assessments and tax levies for a variety of special districts and Cities throughout California.

RELATED PROJECT EXPERIENCE

City of Richmond

Beginning in 2018, SCI was engaged by the City of Richmond to provide cannabis consulting services, which included ordinance development, public education and outreach, regulatory fee development, application selection process, and equity program development. Kyle, conducted a series of community meetings to assess concerns, options, and trends in the cannabis industry in order to develop updated regulations for the City. Currently, he is assisting the City with a regulatory fee study and application process, while simultaneously developing a social equity program.

County of San Benito

In 2019, SCI was hired by the County of San Benito to review and rank cannabis applications for compliance with local and State regulations. To date, Kyle has reviewed and ranked ten cannabis applications and continues to support the County as they work through their four-phased application review, ranking and selection process.

City of Shasta Lake

As a support cannabis consultant, Kyle assisted the SCI Team to provide cannabis implementation services for the City of Shasta Lake. Kyle worked closely with City staff providing a complete suite of local cannabis policy services. These services include cannabis-related public education and stakeholder/community meetings; ordinance development; development of a regulatory fee program; comprehensive support for the City's cannabis-related local tax measure, and development of an annual monitoring and compliance program. Kyle continues to assist the City with bi-annual facility compliance inspections.

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CHRIS COULTER

SENIOR CONSULTANT

SCIConsultingGroup
Public Finance Consulting Services

EDUCATION

B.A. in Literature
University of California, Berkeley

EXPERIENCE

SUMMARY:

- Local cannabis policy, taxation and implementation services
- 7 years project management experience
- Local revenue measure formation and administration
- Public education and outreach
- GIS, data analysis, and database management

Employment History

SCI Consulting Group (SCI)
7/2012 - Present

ABOUT CHRIS

Chris Coulter, Senior Consultant, serves as a senior Cannabis Consultant at SCI contributing extensive experience assisting local agencies in developing cannabis policies for regulation, compliance, auditing and economic development. Mr. Coulter has developed high-profile commercial cannabis application selection processes for several jurisdictions in California and contributes comprehensive knowledge of implementing compliance regulations for all cannabis activities. Mr. Coulter also brings extensive consulting experience leading formation of proposition 218 benefit assessment districts, funding measure feasibility projects, rate study analyses, community facility districts and tax rate structures. He also specializes in the annual administration of complex, large scale property assessments and taxes throughout California and currently is responsible for ensuring annual assessment revenues of more than $50 million for several prominent public agencies with SCI.

RELATED PROJECT EXPERIENCE

City of Lompoc

Chris worked with the City to develop a comprehensive application review process needed to support strong demand in the local marketplace, while also ensuring a high-quality commercial cannabis sector. Chris organized and ran meetings with City Staff to assess project goals and needs, and identified the internal departmental roles, permit application routing, and reporting structures necessary to support successful implementation of the City's commercial cannabis permitting program. Chris also serves as the project lead for application compliance reviews and even interfaces with applicants during the review process – to date assisting the City in the successful permitting of over 20 cannabis businesses, with more to come.

City of West Hollywood

Chris worked with the City to develop the application scoring criteria for California's highest profile retail cannabis marketplace. Chris assisted the City to add panelists to score more than 300 retail permit applications. Chris' work developing WeHo's rigorous scoring criteria helped create an exciting future for commercial cannabis in WeHo, where permits were awarded to 36 exciting business concepts that industry experts agree will together form the world's premier cannabis retail experience.

County of San Luis Obispo

Chris led the County's early phases of implementation, holding stakeholder meetings to gather agency and industry input in support of local policy development, and assisted in the drafting of the County's adopted land-use, health & safety and tax ordinances.

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ARCELIA HERRERA

SENIOR CONSULTANT

SCIConsultingGroup
Public Finance Consulting Services

EDUCATION

B.S. in Telecommunications,
Multimedia and Applied Computing
University of California, Monterey Bay

EXPERIENCE

SUMMARY:

- Local cannabis policy, taxation and implementation services
- 14 years project management experience
- Local revenue measure formation and administration
- Public education and outreach
- GIS, data analysis, & database management

Employment History

SCI Consulting Group (SCI)
05/2005 - Present

ABOUT ARCELIA

Arcelia Herrera contributes over 14 years of experience in consulting and administration for public agencies and over five years in local cannabis policy in California. Ms. Herrera is responsible for the development and management of the cannabis monitoring and compliance program at SCI. She has extensive experience conducting on-site facility inspections, ensuring local and State compliance. In addition, Ms. Herrera has expertise in the creation and administration of assessments and fees, database management, and community educational outreach. She has conducted several Proposition 26 compliant cost recovery fee study analyses for cities and counties to develop fees for commercial cannabis businesses. Her expertise in communication is with local Hispanic/Latino communities.

RELATED PROJECT EXPERIENCE

City of Merced

Beginning in 2017, SCI was engaged by the City of Merced to provide consulting services in support of the implementation of regulated commercial cannabis businesses within the City. Ms. Herrera and SCI Staff worked closely with the City of Merced staff over the 18-month implementation process providing a complete suite of local cannabis policy services. These services include cannabis-related public education and stakeholder/community meetings; local health and safety policies and regulations manifested as city ordinances; design of the merit-based application review and selection process for optimal cannabis businesses; development of a regulatory fee program; comprehensive support for the City's cannabis-related local tax measure, and guidance for annual monitoring and compliance implantation.

City of Coalinga

In 2016, SCI was hired by the City of Coalinga for development of a regulatory fee program and the implementation of an annual monitoring and compliance program. Ms. Herrera continues to assist the City with monthly facility compliance inspections for cultivation, retail, manufacturing and distribution. She has conducted over. To date, she has conducted over 50 facility inspections.

City of Livingston

In 2018, SCI was hired by the City of Livingston to work closely with City staff to develop regulatory and application fees. Ms. Herrera continues to provide support as needed.

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Kenneth H. Pun, CPA, CGMA

Engagement Partner

EMAIL
ken.pun@pungroup.com

WEBSITE
www.pungroup.com

Licensed by the State of California

EXPERIENCE

Kenneth H. Pun is the Managing Partner and an Assurance Partner at The Pun Group, LLP, which he founded in 2012 after serving in senior-level positions for well-established national and regional firms. Under his leadership, The Pun Group has become one of the fastest growing in the region, currently ranking among the top 40, according to the Orange County Business Journal. Prior to founding The Pun Group, Ken has served clients in a variety of industries, including small to large state and local governmental agencies, insurance companies, not-for-profits, healthcare, technology and manufacturing and distribution clients. His career in public accounting was spent primarily with the Regional firms and National firms.

Leveraging more than 19 years of public accounting experience, Ken has earned a reputation of being a trusted advisor to governmental and Healthcare organizations throughout California and neighboring states. Municipalities and public agencies engage him because of his premier level of client service, commitment, and innovative methods of increasing operational efficiencies and reducing costs.

Ken maintains his deep commitment to professional education through his work as an instructor for CalCPA's Education Foundation. There, he teaches courses related to audits and quality control in local and state government. He also advises clients on those topics at influential industry forums. Internally, Ken mentors audit teams by providing direction and technical guidance to ensure adherence to the firm's quality controls.

EDUCATION

BS Degree in Business Administration, Emphasis in Accounting from the **University of California**, Riverside

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Chair, CalCPA Governmental Accounting and Auditing Committee
- Member, CalCPA Governmental Accounting and Auditing Conference Planning Committee
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Speaker, CSMFO Conference (2014)
- Instructor, CalCPA Fall Series (2014) – Long Beach and Orange County Chapter

RELEVANT EXPERIENCE

- City of Vallejo
- City of Gardena
- City of Huntington Park
- City of Lakewood
- City of San Bernardino
- City of Culver City
- City of Hermosa Beach
- City of Industry
- City of National City
- City of Stockton

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.

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Vanessa I. Burke, CPA*, CPFO
Engagement Partner

California office. Vanessa brings to The Pun Group over 27 years of combined experience in auditing, consulting and finance. She has served clients in a variety of industries, including small to very large state and local governmental agencies, public pension plans, insurance companies, not-for-profits, healthcare, technology and manufacturing and distribution clients. Her career in public accounting was spent primarily with the National firms of Grant Thornton LLP, Moss Adams LLP, and PricewaterhouseCoopers LLP, and regional/local firms where she has specialized in government and not-for-profit auditing and accounting. Vanessa has also held executive leadership positions as both CFO and Controller in government and private industry where she has worked on financial restructurings, turnarounds, municipal bankruptcies, and distressed municipalities. In 2012, Vanessa was appointed as the Chief Financial Officer for the City of Stockton where she successfully navigated the finance and administrative services department through the City's chapter 9 bankruptcy filing and testified on trial during the bankruptcy hearings.

Vanessa holds her CPA license in California and more recently achieved her certification as one of 650 Certified Public Finance Officer (CPFO) in the United States through the GFOA. The CPFO certification prepares individuals for financial leadership positions in local and state government and is designed to verify their knowledge in the disciplines of government finance including Governmental Accounting, Auditing and Financial Reporting, Treasury and Investment Management, Debt Management, Operating and Capital Budgeting, and Retirement & Benefits, Risk Management and Procurement.

Vanessa is a frequently sought-after speaker and has presented on a variety of technical and non-technical topics for the CalCPA, Women in Public Finance, American Society of Women Accountants, California State University San Francisco, Santa Clara University, California State Municipal Finance Officers, the League of California Cities, and Beta Alpha Psi.

EDUCATION

- Bachelors of Science, Business Administration, Accounting Concentration, from the California State University, Sacramento
- Licensed by the State of California (#67673) and Arizona (#18713)

PROFESSIONAL & CIVIC AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, Association of Governmental Accountants (AGA)
- Member, Women in Public Finance (WPF)
- Co-Chair, CalCPA Education Foundation Annual Government Conference
- Member, CalCPA Governmental Accounting and Auditing Committee

RELEVANT PROJECT EXPERIENCE

• City of San Bernardino	• City of Oxnard
• City of Beaumont	• City of Patterson
• City of San Jose	• City of Folsom
• City of Clovis	• Presidio Trust
• California Public Employees Retirement System	• University of California, Single Audit
• University of California's Pension Plans	• Nevada Public Employees Retirement Systems
• California Infrastructure Bank (iBank)	• California Energy Commission Energy Conservation Bonds
• Golden State Tobacco Securitization Corporation	• Ohlone College
• University of the Pacific, Single Audit	• Marin County Office of Education

• Sierra College	• Marysville Unified School District
• Cotati-Rohnert Park School District	• Various Joint Powers Authorities (CSAC-EIA, CAHLIF)

CONTINUING PROFESSIONAL EDUCATION

- ✓ Various courses offered by the Firm, online through Thompson Reuters, AICPA, CalCPA Education Foundation including:
  - 2017 Governmental Accounting and Auditing Conference (Chair)
  - 2016 Governmental Accounting and Auditing Conference (Co-Chair)
  - Ethics and Government Compliance
  - Advisory Growth & Quality Workshop
  - Ethics for California CPA's
  - Fraud I: Prevention
  - Independence Training for New Hires (SEC)
  - Independence Training, Ethics in Practice
  - Audit Evidence
  - Introduction to Auditing Standards
  - Management Representation Letters (SEC)
  - Understanding and Evaluating Management Representation Letters (SEC)
  - Information Technology General Control, Evaluating Deficiencies
  - Internal Control – Business Processes and Control Activities
  - 2016 State and Local Government Accounting and Auditing Update
  - Business Writing for Results
  - Personal Independence Compliance Training for Partners
  - Respect in the Workplace
- ✓ Has met the current CPE educational requirements to perform audits of governmental agencies.

David Siris

CPA

Assurance Manager

EMAIL
David.Siris@pungroup.com

WEBSITE
www.pungroup.com

Expertise:

- CITIES
- COUNTIES
- COMMERCIAL BUSINESSES
- ENTERPRISE OPERATIONS
- NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

David Siris, CPA, is an Advisory & Assurance Manager at The Pun group, LLP with more than ten (10) years of experience in providing accounting and audit services, internal control and risk evaluation, and business consulting to privately held and public companies. Mr. Siris has worked with clients in a variety of industries including cannabis, manufacturing and distribution, large not-for-profits entities, and government entities.

David has been responsible for managing, planning and performing financial and regulatory external and internal audits and for developing and conducting internal control procedures and risk assessment evaluations. He has evaluated key processes within companies to determine areas of operating inefficiencies or potential internal control weaknesses and developed findings into recommended courses of actions and into report comments and recommendations for resolution.

Mr. Siris has also provided accounting support services to local not-for-profit and governments including financial statement analysis and preparation.

EDUCATION

California State University, Fullerton
BS Degree – Finance

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton – Cannabis Audit
- Other Commercial Cannabis Audits
- City of San Bernardino – Cannabis Audit

CONTINUING PROFESSIONAL EDUCATION

Various courses offered by the Firm, online through Thompson Reuters, AICPA, CalCPA Education Foundation including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

THE PUN GROUP
ACCOUNTANTS & ADVISORS

ORANGE COUNTY ▪ SAN DIEGO ▪ BAY AREA ▪ LAS VEGAS ▪ PHOENIX

www.pungroup.com

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PROJECT APPROACH

The SCI Team will conduct a project kick-off meeting with City staff to establish project priorities and goals, communication protocols and timelines. Further, we will gather and review all applicable information needed to perform the required tasks. The team will be available to meet via teleconference call on a regular basis.

Objective 1: Application Evaluation Process

The application review, evaluation, and scoring process are typically the most onerous and difficult portions of a successful local cannabis implementation, especially in a competitive process for a finite number of licenses. For this task, City staff will be responsible for determining the eligibility of each applicant and the review of applications for completeness as outlined in Phases 1 and 2 of the Application Procedure Guidelines. Applications that are determined complete will be transmitted to SCI for Phase 3 review. SCI will develop a protocol and process for transmitting application documents to SCI.

Upon receipt of the application documents, SCI will independently review, evaluate, and score each application based on the nine categories established in the Evaluation Criteria. An applicant's score for points will be based on their ability to meet or exceed minimum requirements in these nine categories. The Application evaluation will be completed within 45 calendar days of receiving the applications from the City.

Once completed, SCI will prepare a written report detailing the results of the application scoring. In addition, for each application, a scoring sheet with comments justifying the scores for the nine categories will be provided to the City. The six highest scoring applicants for retail and/or microbusiness with a retail component will move on to Phase 4. Applicants for all other commercial cannabis activities that receiving a passing score of a minimum of 800 points will proceed to Phase 4.

Deliverables:

- Develop protocol and process for transmitting application documents to SCI
- Review, evaluate, and score each application based on the scoring checklist and criteria
- A written report detailing the results of application evaluation and scoring
- A scoring spreadsheet for each application

Objective 2: Compliance Monitoring

Compliance monitoring surrounds the realms of cannabis businesses and facilities to ensure compliance with the applicable laws for the City of El Monte. The following is a detailed plan.

Objective 2a: Building Plan Checks

SCI will perform Building Plan Check reviews as a part of applicant tenant improvement submittals to verify compliance with the approved cannabis application and local and State cannabis laws. SCI will provide the City with a written letter detailing any recommendations and corrections for each applicant. SCI will provide follow up plan check reviews for corrected or amended building plans submitted to the City. SCI shall complete Building Plan Check reviews within seven business days of receiving building plans from the City.

Deliverables:

- Building Plan Check review for compliance with submitted application and local and State cannabis laws
- Written letter detailing any recommendations and corrections
- Follow up review as needed

Objective 2b: Onsite Facility Inspections

The SCI Team provides comprehensive onsite compliance inspections of facilities and operations, including documentation and reporting of the various licensee entities for multiple municipalities throughout California. For this task, SCI will provide comprehensive onsite facility inspections for each commercial cannabis business and report to the City the results of inspections relative to the level of Health and Safety regulations consistent with City's local regulations and ordinances, staff-directed priorities and preferences, and State law. SCI's monitoring and compliance efforts will satisfy the most rigorous requirements and at the same time, provide a successful platform for the cannabis businesses. SCI will provide the City with a written report detailing the results of the on-site inspection. SCI will provide follow-up support to the City and cannabis businesses to provide recommendations to address and correct any deficiencies.

Among the elements and activities SCI will monitor are as follows:

- **Product**: Inventory management, seed-to-sale tracking, packaging and labeling verification, product testing protocols, etc.

- **Record Retention**: Review and confirm employee records, business records, tax information records, transportation manifests, video surveillance retention, equipment certifications, training programs and safety programs.

- **Security and Surveillance**: Verify video surveillance equipment, camera placement, alarm systems, locks, facility access control, security guards, occupational badges, and other security and safety processes.

- **Facility Compliance**: Verify facility's operational compliance including waste management, odor control, pesticide and solvent storage, signage, cash handling procedures, product shipment and receival procedures, etc.

- **Video Monitoring (Optional)**: Monitor facilities remotely through video surveillance monitoring.

The SCI Team is available to begin onsite compliance inspections for operational cannabis businesses upon execution of the contract. We understand the timeline for operation will be unique to each business as they navigate through the local permitting and State licensing process and buildout phase. The SCI Team will maintain the flexibility to conduct the first inspection once operational. If additional inspections are requested by the City, they will be scheduled proportionately throughout the year.

Deliverables:

- Conduct onsite compliance reviews
- Provide written report detailing the findings of inspections
- Provide follow-up support and recommendations
- Conduct remote video monitoring (*optional*)

Objective 2c: Annual Financial Audit

The SCI Team, led by the Pun Group for this task, will provide comprehensive annual cannabis revenues audit and tax verification services, including documentation and reporting, in order to ensure that the City receives full payment of all local cannabis-related taxes, including Measure PC taxes, and ensuring compliance with applicable laws. Following the close of the fiscal year, the Pun Group will complete the annual financial audits for each cannabis business within 1-2 months.

The first phase of the financial audit will consist of a desk audit in which the cannabis business tax returns are analyzed to verify the mathematical accuracy and timeliness of gross receipt returns reported to the City. The Pun Group will prepare and issue notification letters to each cannabis business to kick off the process. The second phase includes a field visit to verify the accuracy of the cannabis business returns by conducting an inventory audit, point of sale audit, and software systems audit.

The desired services to be performed for each legally operated cannabis facility in the City include but are not limited to:

- Review cannabis business tax returns submitted by the business and collected by the City and compare to each business's records for the time period identified by the City to determine:
    - Mathematical accuracy and timeliness of gross receipts returns filed with the City:
        - Trace and verify the gross receipts reported on the quarterly gross receipts returns prepared by the business to gross receipts recorded in the business's accounting records to verify that these were in accordance with the City's regulations.
        - Verify compliance with City of El Monte Municipal Code.
    - Reasonableness of reported revenues of the cannabis businesses by performing additional procedures necessary to reach a conclusion.

- Evaluate consistency between gross receipts and other information reported on financial statements to what was reported to the California Department of Tax and Fee Administration for sales and use tax, cannabis excise tax, and/or cultivation tax. In addition, evaluate consistency between gross receipts reported on financial statements to gross receipts reported to the City.

- Provide subject matter expertise and assistance to City staff regarding interpretations of the El Monte Municipal Code and assist with questions that may arise from the imposition of business license taxes.

- Following the completion of a business license tax audit of each cannabis facility, the auditor shall issue all reports to the City, in accordance with Generally Accepted Auditing Standards (GAAS).

Deliverables:

- Prepare and send notification letters to each cannabis business
- Complete initial financial desk audit
- Field visit to conduct inventory audit, point of sale audit, and software systems audit
- Preparation and issuance of report
- Provide follow-up support and recommendations

Objective 2d: Ongoing Technical Support and Policy Expertise

The SCI Team will provide the City with ongoing technical and cannabis policy expertise. The SCI team will monitor the evolving State regulations and provide policy updates and industry best practices to the City and cannabis businesses to ensure continued compliance with State and local law.

REFERENCES

Some of SCI's most current and recent similar cannabis-related services were provided to:

City of San Bernardino

Services:	Plan Checks, Annual Financial Audits, Annual Compliance Inspections, Background Checks, and Technical and Policy Expertise
Status:	**Ongoing Plan Checks, Audits, Inspections, and Background Checks**
Personnel:	Kyle Tankard (SCI) and David Siris (Pun Group)
Contact:	Stephanie Sanchez, Community & Economic Development Executive Assistant to the Director Sanchez_Stephanie@sbcity.org; (909) 384-5357

City of West Hollywood

Services:	Application Process, Scoring Methodology, and Application Review
Status:	**Ongoing Application Review**
Personnel:	Kyle Tankard (SCI) and Chris Coulter (SCI)
Contact:	John Leonard, Community and Legislative Affairs Manager jleonard@weho.org; (323) 848-6446

City of Coalinga

Services:	Implementation Planning, Community Outreach and Stakeholder Engagement, Ordinance Review, Regulatory Fees and Monitoring and Compliance
Personnel:	Arcelia Herrera (SCI)
Status:	**Ongoing Monthly Compliance Inspections**
Contact:	Sean Brewer, Community Development Director sbrewer@coalinga.com; (559) 935-1533, ext. 124

City of Colfax

Services:	Application Review, Monitoring and Compliance Inspections and Financial Audits
Personnel:	Kyle Tankard (SCI)
Status:	**Ongoing Application Review, Financial Audits, Compliance Inspections**
Contact:	Wes Heathcock, City Manager Wes.Heathcock@colfax-ca.gov; (530) 346-2313

City of Lompoc

Services:	Application Review
Personnel:	Chris Coulter (SCI)
Status:	**Ongoing Application Review**
Contact:	Jim Throop, City Manager j_throop@ci.lompoc.ca.us; (805) 736-1261

Our new business comes almost entirely from word-of-mouth referrals. We encourage you to contact our clients who can attest to the level of service we provide, the long-term relationships we have developed, the unmatched accuracy of our approach, our successful experience with funding measures, and our industry-leading track record of winning ballot measures.

Additional SCI's cannabis clients include:

City of Alameda
City of Avalon
City of Concord
City of Davis
City of Encinitas
City of Goleta
City of La Mesa
City of Livingston
City of Santa Ana
City of Santa Clara
City of Vallejo
City of Woodlake
City of Yreka
County of Alameda
County of San Luis Obispo
County of Tuolumne

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COST PROPOSAL

In consideration for the work accomplished, as outlined in this cost proposal, the SCI Team shall be compensated as detailed below:

Work Plan	Fee
Application Evaluation Process	$ 4,500 *(per application)*
Compliance Monitoring:	
Building Plan Checks	$ 800 *(per applicant)*
Onsite Facility Inspections	$ 2,500 *(per inspection)*
Annual Financial Audit	$ 5,500 *(per audit)*
Ongoing Technical Support & Policy Expertise	No additional charge

**(Costs associated with this task to be fully reimbursed to the City through regulatory fees)*

Hourly rates are shown in the table below:

SCI Staff	Hourly Rate
John Bliss, President	$ 280
Kyle Tankard, Cannabis Services Group Leader	$ 280
Chris Coulter, Senior Cannabis Consultant	$ 280
Arcelia, Senior Cannabis Consultant	$ 280
Support Staff	$ 70

The Pun Group Staff	Hourly Rate
Ken Pun, Managing Partner	$ 250
Vanessa Burke, Partner	$ 250

Incidental costs incurred for the purchase of additional travel and other out-of-pocket expenses will be reimbursed at actual cost, with the total not to exceed $5,000 per year without prior authorization from the City.

The scope of services includes one face-to-face staff planning meetings. Any additional face-to-face meetings, if required, shall be billed at the rate of $1,500 per person, per meeting. The SCI Team is available to meet via teleconference call on a regular basis at no additional charge.

EXCEPTIONS/DEVIATIONS

The SCI Team does not have any exceptions to or deviations from the requirements of this RFP. We accept the contract requirements as stated State any exceptions to or deviations from the requirements of the Contract Services Agreement.

ADDITIONAL INFORMATION

EMPLOYMENT POLICIES

The SCI Team does not and shall not discriminate against any employee in the workplace or against any applicant for such employment or against any other person because of race, religion, sex, color, national origin, handicap, or age or any other arbitrary basis. The SCI Team ensures compliance with all civil rights laws and other related statutes.

CONFLICT OF INTEREST STATEMENTS

The SCI Team has no known past, ongoing or potential conflicts of interest for working with the City, performing the Scope of Work or any other service for this Project.

PENDING LITIGATION

SCI does not have any claims, lawsuits or litigation pending or within the last five years.

INSURANCE

SCI carries professional Errors and Omissions insurance in the amount of $2 million per occurrence and $2 million aggregate. SCI also carries general liability insurance in the amount of $2 million per occurrence and $4 million aggregate.

INDEPENDENT CONTRACTOR

If selected, SCI shall perform all services included in this proposal as an independent contractor and The Pun Group will serve as a subcontractor to SCI.

ADDITIONAL SCOPE OF WORK

In the event the City elects to request optional, additive scope of work, the SCI Team will work with the City to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.

RESPONSIBILITIES OF CITY

The SCI Team will make every effort to minimize the workload on the City, but may need assistance, iteratively, with project overview and history, scheduling and budgeting.

COORDINATION WITH CITY

The SCI Team will coordinate services with City staff through frequent and concise communications including face-to-face meetings, telephone calls and e-mail.

ATTACHMENT "F"

False Claims

SECTION 00470

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I, John W. Bliss, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)
SCI Consulting Group
(Bidder/Proposer name as shown on Bid/Proposal)
nor John W. Bliss
(name of responsible managing person)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day April, 2020 at Fairfield, CA
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person to perform the work described in the Bid/ Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the City should be aware.

ATTACHMENT "G"

Debarments

SECTION 00473

DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the City of El Monte should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, John W. Bliss, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SCI Consulting Group
(Bidder/Proposer name as shown on Bid/Proposal)

nor John W. Bliss
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of April, 2020 (month and year) at Fairfield, CA (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT "H"
Civil Litigation History

SECTION 00471

CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, John W. Bliss, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SCI Consulting Group
(Bidder/Proposer name as shown on Bid/Proposal)

nor John W. Bliss
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of April, 2020 at Fairfield, CA
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT "I"

Conflict of Interest

Disclosure Statement

3. Certification

The undersigned hereby certifies and declares under penalty of perjury that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature:

Name: John W. Bliss

Title: President

Company Name: SCI Consulting Group

Date: April 27, 20 20

City will evaluate each proposer's relationship with a Conflicted Consultant or a Potentially Adverse Client identified, above, to determine whether the conflict is sufficiently direct and/or material as to merit disqualification of the proposer from consideration under this RFP. City will evaluate whether measures taken by a proposer to avoid, neutralize or mitigate an actual or potential conflict are reasonably adequate to avoid an actual or potential conflict. Potentially conflicted proposers will provide City with any such additional information as the City may request to better evaluate the existence of a direct and/or material conflict and the failure to provide such additional information to the reasonable satisfaction of City shall be grounds for disqualification. The City shall issue its determination in writing. Parties who may wish to protest the City's determination must file a written protest within the time period specified in the RFP for protests.

ATTACHMENT 2
REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS (RFP)
CITY OF EL MONTE

CANNABIS MONITORING AND CONSULTING SERVICES

CITY OF EL MONTE
11333 VALLEY BOULEVARD
EL MONTE, CA 91731

T: (626) 580-2064
https://www.ci.el-monte.ca.us

APRIL 2020

IMPORTANT DATES

RFP ISSUED	April 1, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 15, 2020
RELEASE OF INFORMATION REQUESTED	April 20, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	April 30, 2020

CITY OF EL MONTE

NOTICE INVITING PROPOSALS
FOR
CANNABIS MONITORING AND
CONSULTING SERVICES

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ATTACHMENT "A" –	City of El Monte Ordinance No. 2960, December 3, 2019. (EMMC CHAPTER 5.18)
ATTACHMENT "B" –	City of El Monte Commercial Cannabis Business License Application
ATTACHMENT "C" –	City of El Monte Commercial Cannabis Business License Application Procedure Guidelines
ATTACHMENT "D" –	Sample Professional Services Agreement
ATTACHMENT "E" –	City of El Monte List of Commercial Cannabis Applicants
ATTACHMENT "F" –	False Claims
ATTACHMENT "G" –	Debarments
ATTACHMENT "H" –	Civil Litigation History
ATTACHMENT "I" –	Conflict of Interest Disclosure Statement

1.0 OVERVIEW

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of El Monte (the "City") until April 30, 2020. Proposals received after this date will be rejected by the City.

The City is requesting proposals to provide: Monitoring and compliance of cannabis businesses. Services may include (but are not limited) to:

- Application Review Services
- Plan Check Review Services
- Monitor Compliance through audits/inspections to ensure compliance with City Ordinance, and State and Local Laws

The City anticipates selecting firms to provide consulting services on an on-call basis. The consultant/s selected will be responsible for managing the processing of Commercial Cannabis Business Applications, including completing a merit based evaluation process for applicants with scoring criteria provided by the City and attached to this RFP (ATTACHMENT C pp 8-17), plan checking of building plans, auditing and inspecting cannabis businesses and facilities to ensure compliance with applicable laws, and regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress. Additionally, the consultant/s may be requested to present findings to the City Council, Planning Commission and the community.

2.0 COMMUNITY SETTING AND BACKGROUND

Incorporated in 1912, the City of El Monte is located approximately 10 miles east of downtown Los Angeles. The I-10 (San Bernardino) and I-605 (San Gabriel River) Freeways intersect in the Southwest corner of the City. The City of El Monte is a general law city, administered by a Council/Manager form of government, encompassing an area of approximately 9.5 square miles with a population of just over 117,000. The total annual City budget is approximately $183.5 million for Fiscal Year 2019/2020, with the General Fund portion of the budget totaling approximately $76 million.

On November 8, 2016, California voters approved Proposition 64, The Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA). Some of the provisions within this Act took effect immediately to include legalized possession, transport, purchase, use, and transfer of recreational marijuana for individuals 21 years of age or older and adult possession.

El Monte Municipal Code Chapter 5.18 establishes the regulations and standards for commercial cannabis business activities in the City. The City Council initially adopted Chapter 5.18 through Ordinance No. 2960 on December 3, 2019. (ATTACHMENT A)

On March 3, 2020, the City of El Monte voters passed Measure PC, a special tax on gross receipts of cannabis businesses with over 70% voter approval.

3.0 SCHEDULE OF EVENTS

The process will be governed by the following schedule:

Release of RFP	April 1, 2020
Deadline for Written Questions	April 15, 2020 at 5:00 PM
Responses to Questions Posted Online	April 20, 2020
Proposals Due by 5:00 PM	April 30, 2020
Approval of Contract (tentative)	May 19, 2020

The above scheduled dates are tentative and the City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the above-described Professional Services and the City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

4.0 SCOPE OF WORK

The Services sought under this Request for Proposals ("RFP"):

The RFP will have two (2) components. Proposals may respond to any or all components of the RFP. Each component will be scored separately. The City may award contracts to different consultants based on experience and expertise.

I. **Application Evaluation Process** – Conduct an independent review of each Commercial Cannabis Business License Application (ATTACHMENT B) as outlined in the Application Procedure Guidelines (ATTACHMENT C). The Application Procedure Guidelines contain specific merit-based evaluation criteria. The consultant shall conduct and complete the evaluation of the applications within 45 calendar days of receiving the applications from the City.

   The consultant shall provide the City with the scoring sheets for each application with comments justifying the scores for each evaluation criteria.

II. **Compliance Monitoring** – Monitor cannabis businesses and facilities to ensure compliance with applicable laws (i.e. City ordinance, State laws, etc.).
   a. Building Plan Checks: Perform building plan checks in compliance with the approved cannabis application and State cannabis laws.
   b. Provide onsite facility inspections to ensure cannabis businesses are in compliance with City Ordinance and State cannabis laws.
   c. Financial Audits:
      i. Conduct financial audits of cannabis businesses.
      ii. Confirm sales and inventory compliance
      iii. Ensure cannabis businesses are in compliance with business tax reporting, and Measure PC tax reporting, including tax returns.
   d. Provide the City with ongoing technical support and policy expertise based on the industry and applicable laws.

At the start of the project, the consultant will meet with City Staff to discuss the approach and expectations. The consultant will meet/confer on a regular basis with the Community and Economic Development Director and other City staff to review the progress of any work product and to discuss any changes in direction or needed details.

5.0 PROPOSAL FORMAT

The cover should clearly display the title of this RFP, "City of El Monte Cannabis Monitoring and Consulting Services". All proposals should include the following information:

1) **Cover Letter**. The cover letter should indicate the full name and address of the consulting firm that will perform the services described in the RFP. The consultant should include the name and contact information for the individual who will serve as project manager as well as the firm's qualifications. The letter shall include name, address and phone number of the person authorized to represent the firm 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.** Provide examples of similar services working with municipalities or other public agencies.

3) **Qualifications and Experience of Proposer's Personnel.** Identify all team members and their titles and responsibilities and a resume for all team members.

4) **Project Approach.** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
    a. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages cannabis compliance projects; (ii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
    b. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
    c. Overall timeline for each task.
    d. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5) **References.** Each proposal must include at least three (3) references going back at 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 agency officer or employee responsible for overseeing the proposer's work.

Fee Schedule/Cost Proposal. Consultant's compensation for all work performed in accordance with this Agreement.

6) **Exceptions/Deviations.** State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Proposer(s) wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer(s) will be deemed to have accepted the contract requirements.

6.0 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 and Prior Contracting History (40%)** – 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) **Fee/Rate Schedule (30%)** – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and sub-consultant costs) for the performance of the Scope of Service as outlined in Section 4.
3) **Project Approach (20%)** – The proposer's responsiveness in addressing the City's specific needs.
4) **Compliance with RFQ (10%)** – The ability of the proposer to comply with all instructions set forth under this RFQ 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.

7.0 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 perform the work.

8.0 PROPOSAL REQUIREMENTS

Proposals must be submitted using the following methods:

Four (4) printed copies and one (1) electronic copy (USB drive) of the proposal must be received prior to the Submission Deadline. Proposals shall be submitted to the following address:

City of El Monte
Community and Economic Development – Planning Division
City Hall West
11333 Valley Boulevard
El Monte, CA 91731-3293

Attn: Betty Donavanik
Director of Community and Economic Development

Subject: RFP – Cannabis Monitoring and Consulting Services

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 the contract(s).

5) The City reserves the right to investigate the qualifications of any proposer under consideration including 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 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 Attachment E. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto as ATTACHMENT E, 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 proposers 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 Betty Donavanik at bdonavanik@elmonteca.gov by the REQUEST FOR INFORMATION DEADLINE (April 15, 2020). All questions received by this deadline will be addressed and posted on the City's website (http://www.ci.el-monte.ca.us/Bids.aspx) 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.

16) **CONFLICT OF INTEREST:** Due to the nature of the Cannabis Consulting Industry, no proposal will be accepted from a Firm that has been, or is currently conducting business with any entity listed in the EL MONTE LIST OF COMMERCIAL CANNABIS APPLICANTS, as found in ATTACHMENT E.

17) Proposers are required to include ATTACHMENTS F, G, H, and I with their proposal.

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 SQUARE ENGINEERING SOLUTIONS, INC. TO PROVIDE PROJECT MANAGEMENT SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS FOR A NOT-TO-EXCEED AMOUNT OF $298,760

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Professional Services Agreement with Square Engineering Solutions, Inc. to provide Project Management Services for various Capital Improvement Projects for a not-to-exceed amount of $298,760; and

2. Authorize the City Manager, or her designee, to execute the Professional Services Agreement.

BACKGROUND

For Fiscal Year 2019-2020, the Capital Improvement Plan (CIP) approved by City Council included the delivery of $44M of capital improvements.

On May 20, 2019, City Council approved an amendment to the Professional Services Agreement (PSA) with Project Partners Inc. for services through June 30, 2020 to continue to provide staff augmentation to help support the delivery of the City's FY 2019-2020 Capital Improvement Plan.

Project Partners Inc. has been filling personnel needs for Public Works for the last three years. Project Partners currently has been providing project management services to the City for the following projects:

- CIP 805 - Ramona Boulevard/Valley Boulevard Intersection Improvements Project
- CIP 005 - Sewer Replacement Project - Nevada Avenue and Bodger Street Area
- CIP 014 - Water Replacement Project - Nevada Avenue and Bodger Street Area
- CIP TBD - Street Improvement Project - Nevada Avenue and Bodger Street Area
- CIP 820 - Fletcher Park New Dog Park and Facilities Repair Project

Mike Jasminski, as an employee of Project Partners, has been providing project management services for the City since January 2020 for the above-mentioned Capital Projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Mike Jasminski is currently providing support to the Engineering Division by managing various capital projects to ensure delivery of the City's Capital Improvement Program. He is working on priority projects such as the Ramona Boulevard/Valley Boulevard Intersection Project which is in the construction phase and the Water and Sewer Replacement Projects which is in the final design phase. Both of these projects have strict funding deadlines.

City staff is concern with meeting these funding deadlines if new project managers were to be switch during mid-construction or mid-design. A new manager would have to learn the City's administrative process, the various projects and their funding history and requirements as well as the project's consultants/contractors. As a result, staff recommends maintaining project management continuity through project completion.

Mike Jasminski is currently overseeing the project management for both of the priority projects mentioned above and has been able to keep the projects on track. Mr. Jasminski has recently separated from Project Partners and has formed his own company, Square Engineering Solutions Inc. Square Engineering Solutions offers the City to work directly with Mr. Jasminski at a discounted rate from Project Partners (from $155/hr. to $145/hr.) which will provide the City a better value while more importantly, maintaining continuity.

Staff recommends approval of the Professional Services Agreement with Square Engineering Solutions, Inc. to provide the City with continual project management support services for various capital improvement projects for a not-to-exceed fee $298,760.

FISCAL IMPACT/FINANCING

The Engineering Department's proposed operational funds budget for Fiscal Year 2020-21 will cover the cost to provide project management services and grant administration for consultants which includes Square Engineering Solution's contract (see table on the following page for the fund distribution).

Funding Source	Amount
General Fund	$1,113,400
Prop C Fund	$57,000
Measure R Fund	$200,000
Measure M Fund	$80,000
Water Fund	$100,000
Sewer Fund	$100,000

The proposed contract with Square Engineering Solutions, Inc. will have a potential saving approximately $32,000 from the current Project Partners contract due to reduction in hourly rates from $155/hr. to $145/hr.

CONCLUSION

Staff recommends that the City Council enter into a Professional Services Agreement with Square Engineering Solutions, Inc. to provide Project Management Services for various Capital Improvement Projects for a not-to-exceed amount of $298,760; and authorize the City Manager, or her designee, to execute the agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment 1: Professional Services Fee Proposal
Attachment 2: Professional Service Agreement

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

Los Angeles County
Metropolitan Transportation
Authority
One Gateway Plaza
3rd Floor Board Room
Los Angeles, CA

File #: 2019-0233, **File Type:** Program **Agenda Number:** 16.

PLANNING AND PROGRAMMING COMMITTEE
MAY 15, 2019

SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM - SAN GABRIEL SUBREGION

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

A. APPROVING:

1. Programming of $497,474 in Measure M MSP - Bus System Improvement Program (Attachment A);

2. Inter-program borrowing and programming of $14,676,801 from subregion's Measure M Multi-year Subregional Program (MSP) - Bus System Improvement and Highway Demand Based Programs to Active Transportation Program (Attachment B);

3. Inter-program borrowing and programming of $16,890,775 from subregion's Measure M MSP - Highway Demand Based Program to to First/Last Mile and Complete Streets Program (Attachment C);

4. Inter-program borrowing and programming of $5,273,500 from subregion's Measure M MSP - Highway Demand Based Program to Highway Efficiency Program (Attachment D); and

B. AUTHORIZING the CEO or his designee to negotiate and execute all necessary agreements for approved projects.

ISSUE

Measure M MSPs are included in the Measure M Expenditure Plan. All MSP funds are limited to capital projects. Each subregion is required to develop the MSP five-year plan (Plan) and project list. Based on the amount provided in the Measure M Expenditure Plan, a total amount of $37,627,287 was forecasted to be available for programming in Fiscal Year (FY) 2017-18 to FY 2021-22, to the San Gabriel Subregion (Subregion) in four Programs: 1) Active Transportation (expenditure line 54); and 2) Bus System Improvement (expenditure line 58); 3) First/Last Mile and Complete Streets

Program (expenditure line 59); and 4) Highway Demand Based (expenditure line 60). The Subregion elected to borrow from the Bus System Improvement and Highway Demand Based Programs to fund additional projects eligible for the Active Transportation, First/Last Mile and Complete Streets Programs. The Subregion also identified one priority projects that is eligible for the Highway Efficiency Program (expenditure line 82 - funds scheduled to be available in 2048) and elected to borrow from the Highway Demand Based Program to advance the project. Board approval is necessary to program the funds to these projects and serve as the basis for Metro to enter into Funding Agreements with the respective implementing agencies.

DISCUSSION

In June 2017, the Metro Board of Directors approved the adoption of the Measure M Master Guidelines (Guidelines), with two amendments and five approved motions. Subsequently, the Administrative Procedures for Measure M MSP was signed by the CEO on February 2, 2018.

The San Gabriel Subregion consists of 30 cities and unincorporated communities in Los Angeles County Supervisorial Districts 1, 4, and 5. On July 6, 2018, a Funding Agreement was executed between Metro and the San Gabriel Valley Council of Governments (SGVCOG) for the Planning Activities (Plan development and updates) for the MSP. The SGVCOG led the Plan development process, which included working with the member agencies along with the public participation process. The SGVCOG Governing Board also adopted Subregional Qualitative Performance Measures including Mobility, Economic Vitality, Accessibility, Safety and Sustainability & Quality of Life, per the Administrative Procedures.

In the last several months, Metro staff worked closely with the SGVCOG and the implementing agencies on project eligibility reviews of the proposed projects. For those proposed projects that are to be programmed in FY 2018-19 and FY 2019-20 (near term - first two programming years), Metro required a detailed project scope of work during staff review for eligibility and program nexus during the Plan development process, i.e. project location and limits, length, project elements, project phase (s), total project expenses and funding requested, and project schedule, etc. This level of detail will ensure timeliness of the Project Funding Agreements execution once the Metro Board approves the Plan. For those proposed projects that will have programming funds in FY 2020-21 and beyond, Metro accepted high level (but focused and relevant) project scope of work during the review process. Metro staff will work with the Subregion and the implementing agencies on the details through a future annual update process. Those projects will receive conditional approval as part of this approval process. However, final approval of funds for those projects shall be contingent upon the implementing agency demonstrating the eligibility of each project as required in the Guidelines.

Equity Platform

Consistent with Metro's Equity Platform, the MSP outreach effort recognizes and acknowledges the need to establish comprehensive, multiple forums to meaningfully engage the community to comment on the proposed projects under all Programs. The SGVCOG along with member agencies and unincorporated area within Los Angeles County Supervisorial Districts 1, 4, and 5 undertook an extensive outreach effort and invited the general public to a series of public workshops and meetings. Metro will continue to work with the Subregion to seek opportunities to reach out to a broader

constituency of stakeholders.

DETERMINATION OF SAFETY IMPACT

Programming of Measure M MSP funds to the San Gabriel Subregional projects will not have any adverse safety impacts on Metro's employees or patrons.

FINANCIAL IMPACT

Project expenditures are not expected to occur in FY19. Since these are multi-year projects, Cost Centers 0441 (Planning - Subsidies to Others), 0442 (Highway Subsidies) and the Chief Planning Officer will be responsible for budgeting the cost in future years.

Impact to Budget

The sources of funds for these projects are Measure M Transit, First/Last Mile (Capital) and Highway, Active Transportation, Complete Streets (Capital). These fund sources are not eligible for Metro bus and rail operating and capital expenditures.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Recommendation supports the following goals of the Metro Vision 2028 Strategic Plan:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling by alleviating the current operational deficiencies and improving mobility along the projects.

Goal 4: Transform LA County through regional collaboration by partnering with the Council of Governments and the local jurisdictions to identify the needed improvements and take the lead in development and implementation of their projects.

ALTERNATIVES CONSIDERED

The Board could elect not to approve the programming of funds for the Measure M MSP projects for the San Gabriel Subregion. This is not recommended as the proposed projects were developed by the Subregion in accordance with the Measure M Ordinance, Guidelines and the Administrative Procedures.

NEXT STEPS

Upon Board approval, respective implementing agencies will be notified, and Funding Agreements will be executed with those who have funds programmed in FY 2018-19 and FY 2019-20. Staff will continue to work with the SGVCOG and the implementing agencies to identify and implement projects. Annual updates will be provided to the Board.

ATTACHMENTS

Attachment A - Bus System Improvement Program Project List
Attachment B - Active Transportation Program Project List
Attachment C - First/Last Mile and Complete Streets Program Project List
Attachment D - Highway Efficiency Program Project List

Prepared by: Fanny Pan, DEO, Countywide Planning & Development, (213) 418-3433
Wil Ridder, EO, Countywide Planning & Development, (213) 922-2887

Reviewed by: Laurie Lombardi, Interim Chief Planning Officer, (213) 418-3251

Phillip A. Washington
Chief Executive Officer

ATTACHMENT A

San Gabriel Subregion
Measure M Multi-Year Subregional Plan - Bus System Improvement Program

	Agency	Project ID No.	Project/Location	Funding Phases	FY 2018-19	FY2019-20	FY2020-21	FY 2021-22	Total Program
1	Foothill Transit	MM4702.01	Colorado Boulevard Corridor Signal Priority Upgrade Project	Construction	$ 144,740	$ 141,576			$ 286,316
2	Foothill Transit	MM4702.02	Amar Boulevard Corridor Improvement Project	Construction	121,096	90,062			211,158
			Total Programming Amount		**$ 265,836**	**$ 231,638**	**$ -**	**$ -**	**$ 497,474**

ATTACHMENT B

San Gabriel Subregion
Measure M Multi-Year Subregional Plan - Active Transportation Program

	Agency	Project ID No.	Project/Location	Funding Phases	FY 2018-19	FY2019-20	FY2020-21	FY 2021-22	Total Program
1	Alhambra	MM4701.02	Lit Crosswalk Control Devices *	Construction				$ 636,800	$ 636,800
2	El Monte	MM4701.03	El Monte Fern and Elliot Class (3) Bike Boulevard Project	PS&E Construction		57,470	470,063	54,542	582,075
3	Industry	MM4701.04	City of Industry East-West Bikeway Project *	Construction			1,492,500		1,492,500
4	LA County	MM4701.05	Huntington Drive Bike Lanes	Construction		3,830,750	447,750		4,278,500
5	Monrovia	MM4701.06	Monrovia Active Community Travel Vinculum	PS&E Construction		1,192,869		2,687,131	3,880,000
6	Pomona	MM4701.07	San Jose Creek Multi-Use Bikeway *	PS&E			298,104	1,130,772	1,428,876
7	Rosemead	MM4701.08	Mission Drive: Pedestrian Hybrid Beacon System	PS&E Construction		388,050			388,050
8	Temple City & LA County	MM4701.09	Eaton Canyon Wash Bike Trail *	PS&E Construction			1,436,800	553,200	1,990,000
			Total Programming Amount		**$ -**	**$ 5,469,139**	**$ 4,145,217**	**$ 5,062,445**	**$ 14,676,801**

* Conditional programming approval as only high level scope of work was developed and reviewed. Future annual update process will reconfirm the programming.

ATTACHMENT C

San Gabriel Subregion
Measure M Multi-Year Subregional Plan - First/Last Mile and Complete Streets Program

	Agency	Project ID No.	Project/Location	Funding Phases	FY 2018-19	FY2019-20	FY2020-21	FY 2021-22	Total Program
1	Arcadia	MM4703.01	Arcadia Gold Line Station Pedestrian Access Corridors *	Environmental PS&E Construction			$ 150,000	$ 1,591,250	$ 1,741,250
2	Baldwin Park	MM4703.02	Baldwin Park Transit Center First-Last Mile Project	PS&E Construction		652,975			652,975
3	Claremont	MM4703.03	College Avenue Pedestrian and Bike Improvements	PS&E Construction		686,945			686,945
4	Covina	MM4703.04	Citrus Avenue Complete Streets Enhancments	PS&E Construction		149,250	1,592,000		1,741,250
5	Diamond Bar	MM4703.05	Diamond Bar Blvd. Complete Streets Project	PS&E Construction		2,985,000			2,985,000
6	Duarte	MM4703.06	Duarte Gold Line Station Pedestrian Access and Bicyclist Safety Improvements,	PS&E Construction				1,620,855	1,620,855
7	SGVCOG (La Verne)	MM4703.07	Gold Line Transit Oriented Development Pedestrian Bridge	PS&E		323,375	398,000	174,125	895,500
8	San Dimas	MM4703.08	San Dimas Ave. Pedestrian and Bikeway Improvement Project from Gold Line Station to Avenida Loma Vista *	PS&E Construction				895,500	895,500
9	South El Monte	MM4703.09	Santa Anita Avenue Walkability Project	PS&E Construction		133,012	189,973	5,348,515	5,671,500
			Total Programming Amount		**$ -**	**$ 4,930,557**	**$ 2,329,973**	**$ 9,630,245**	**$ 16,890,775**

* Conditional programming approval as only high level scope of work was developed and reviewed. Future annual update process will reconfirm the programming.

ATTACHMENT D

San Gabriel Subregion
Measure M Multi-Year Subregional Plan - Highway Efficiency Program

	Agency	Project ID No.	Project/Location	Funding Phases	FY 2018-19	FY2019-20	FY2020-21	FY 2021-22	Total Program
1	SGVCOG (ACE)	MM5505.01	State Route 60 and Lemon Avenue	Construction	$ 5,273,500				$ 5,273,500
			Total Programming Amount		**$ 5,273,500**	**$ -**	**$ -**	**$ -**	**$ 5,273,500**

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment 1: Professional Services Fee Proposal
Attachment 2: Professional Service Agreement

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

SQUARE ENGINEERING SOLUTIONS INC. PROPOSAL FOR SERVICES

City of El Monte

This proposal is for the City of El Monte CA. for Construction Management Services to be provided by Square Engineering Solutions Inc.

OVERVIEW

Square Engineering Solutions Inc. is pleased to submit this proposal for services to support City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at in achieving its goals of providing cost effective Construction Management Services for its ongoing Capitol Works program.

The Objective

- Need #1: Control change order costs.
- Need #2: Provide timely responses to Request for information.
- Need #3: Manage schedule for the timely completion of the projects.
- Need #4: Migrate to collaborative project management system for all staff.
- Need #5: Create and update consistent front-end specifications that reflect the City's unique needs.
- Need #6: Provide management with up to date reports on all projects.

The Opportunity

- Goal #1: Train all City of El Monte Engineering employees to manage the Capital Improvement projects.
- Goal #2: Work with the City of El Monte to manage budget costs.
- Goal #3: Manage Inspection team to provide comprehensive Inspection in a cost-effective manner.
- Goal #4: All Capital Improvement projects completed on time.
- Goal #5: All Capital Improvement projects completed on budget.

The Solution

- Recommendation #1: Meet weekly with Contractor either in person or via phone to update project on weekly basis.
- Recommendation #2: Meet weekly with City Engineer to give status of projects and concurrence on method to move forward.
- Recommendation #3: Work with City staff for meeting minutes and budgeting for all projects.
- Recommendation #4: Managing projects in design to bring complete bid packages out to bid with consistent documents to achieve a successful project.

OUR PROPOSAL

City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at

We have developed solutions to keep the clients project on schedule and on budget. This is accomplished by proactive management of schedule on a regular basis to keep the contract in terms of completion date. In addition, change order cost and budgeting calculations on a timely basis is mandatory to maintain budget control. Daily meeting with the Inspector to calibrate the ongoing project progress and head off problems before they become large.

Rationale

- Prompt response to Request for Information.
- Schedule Management.
- Update bid specifications.
- Manage bid proposals.

Execution Strategy

Our execution strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how the project will be developed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

The strategy to manage the City of El Monte on-going Capitol works project is based upon weekly meetings with the Contractor. It is expected the City will provide a location for the meeting as well as assistance for tracking the schedule, change orders, RFI's and customer requests for service. Contractor will leave meeting with a clearly documented marching orders per the Contract to move forward with the project.

Technical/Project Approach

Construction Management will include specifications update to represent the latest City needs and requirements. Bid analysis to confirm the lowest Responsible and Responsive bidder is awarded the project. Bid award to winning bidder and notification to losing bidders. Weekly meetings to review status of RFI's, change orders and schedule. Periodic site meetings with Contractor to evaluate site progress and change orders. Construction Manager will work at The City's location for meetings only. All other work will take place remotely.

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
Deliverable #1	Periodic bid documentation updates.
Deliverable #2	Weekly on-site meeting or telecon.
Deliverable #3	Periodic site inspections.
Deliverable #4	Review and update all Construction logs provided by City staff.
Deliverable #5	Provide weekly reports on all Construction projects.

Timeline for Execution

Description	Start Date	End Date	Duration
Project Start	July 1,2020	July 1, 2021	One-year option to renew yearly.

Supplied Material

The following materials are to be supplied by City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at for this project. For Square Engineering Solutions Inc. to meet project milestones, this material must be supplied on schedule. The due dates included in the following table represent our best guess based on current proposed project dates:

Materials to be supplied by City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at	**Due Date***
Procore project management system program (estimated cost $26,000 per year)	August 7, 2020

**We cannot be responsible for cost overruns caused by client's failure to deliver materials by agreed-upon due dates.*

EXPECTED RESULTS

We expect our proposed solution to City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at's requirements to provide the following results:

Financial Benefits

- Result #1: Significant Cost savings on change order requests.
- Result #2: Timely response to Requests for information.
- Result #3: Teaching the City staff to effectively manage projects.

Exclusions

- Night and weekend work.
- Meeting minutes preparation.
- Tracking RFI, Change orders and schedule on logs.

Other Benefits

Improved communication with director of Public Works Director and City Engineer to update the City Council on project status. More communication with project inspector to minimize change orders and impact to residents. Requirement and enforcement of receiving daily logs from Inspector by noon the next day.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for ## days from the date of this proposal:

Services Cost Category #1	Price
Cost per hour on site and off site per hour	$150.00/Hour
Overtime over 10 hours per day or 40 hours per week	$225/Hour
Expected 20 to 40 hours per week depending on projects and complexity.	

Services Cost Category #2	
Travel $0.55 per mile	
Total	

	Estimated hours per week	Number of weeks		Price per hour	
CIP 805 Ramona Valley Intersection	13	32		$ 145.00	$ 58,240.00
CIP 005 Nevada Bodger Sewer	13	50		$ 145.00	$ 91,000.00
CIP 014 Nevada Bodger Sewer	12	50		$ 145.00	$ 84,000.00
Unallocated Projects	9	52		$ 145.00	$ 65,520.00
			Total		$ 298,760.00

Disclaimer: Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

Square Engineering Solutions Inc. is continually proven to be an industry leader for high quality/guaranteed product/service in the following ways:

Square Engineering has a long History of Construction Management

- 40 years Construction Management experience
- Professional Engineer State of California and Nevada
- OSHPD certified
- Successfully managed $754,000,000 in Construction projects on time and budget.

CONCLUSION

We look forward to working with City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at. We are confident that we can meet the challenges ahead, and stand ready to partner with you in delivering cost effective Construction Management solutions.

Insurance to be provided upon request.

Either side can cancel contract with 30 days' notice.

If you have questions on this proposal, feel free to contact Mike Jasminski at 562-243-7089 Email mikejasminski@gmail.com at your convenience. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Michael Jasminski Digitally signed by Michael Jasminski
DN: C=US,
E=mikejasminski@gmail.com,
O=Triangle engineering solutions,
CN=Michael Jasminski
Date: 2020.06.05 09:20:17-07'00'

Mike Jasminski P.E

Mike Jasminski P. E.
Title Owner Square Engineering Solutions Inc.

2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Construction Management Services)
(Parties: Square Engineering Solutions Inc. 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 SQUARE ENGINEERING SOLUTIONS INC. (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 construction management services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide professional construction management 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 proposal of CONSULTANT entitled "Square Engineering Solutions Inc. Proposal for Services" dated June 5, 2020 (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall

hereinafter be referred to generally by the capitalized term "Work."

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 July 1, 2021 (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 Scope of Work (hereinafter, the "COMPENSATION RATE"). 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 **TWO HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED SIXTY DOLLARS ($298,760)** (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 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.

1.5 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.

1.6 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, Public Works and Utilities Director (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 Mike Jasminski, 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 designee will supervise and direct the performance of the Work, using his 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) calendars 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.

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 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. CONSULTANT shall also comply with all relevant provisions of CITY'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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 will 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 occurrence and will

be endorsed to include contractual liability.

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 or any of the Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

3.7 The insurance coverage requirements set forth under this Article 3 are in addition to any coverage requirements set forth under Section VII (Insurance Coverages) of the Scope of Work and in the event of any conflict or inconsistency between the provisions of this Article 3 and the provisions of Section VII of the Scope of Work the provisions of this Article 3 shall govern and control.

3.8 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.9 ENFORCEMENT OF AGREEMENT PROVISIONS: 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.10 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 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 indemnity, 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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 following Events of Defaults 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 of 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:
Square Engineering Solutions Inc.
4545 Faculty Avenue
Long Beach, CA 90808
Attn: Mike Jasminski
Phone: (562) 243-7089

CITY:
City of El Monte
City Hall - West
11333 Valley Boulevard
El Monte, CA 91731
Attn: Braden Yu, Public Works and Utilities Director
Phone: (626) 580-2058

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:

By:_____
Alma K. Martinez, City Manager

Date:_____

SQUARE ENGINEERING SOLUTIONS INC,

By:_____
Mike Jasminski, P.E.

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, City Attorney

Date:_____

EXHIBIT "A"
SCOPE OF SERVICES

SQUARE ENGINEERING SOLUTIONS INC. PROPOSAL FOR SERVICES

City of El Monte

This proposal is for the City of El Monte CA. for Construction Management Services to be provided by Square Engineering Solutions Inc.

OVERVIEW

Square Engineering Solutions Inc. is pleased to submit this proposal for services to support City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at in achieving its goals of providing cost effective Construction Management Services for its ongoing Capitol Works program.

The Objective

- Need #1: Control change order costs.
- Need #2: Provide timely responses to Request for information.
- Need #3: Manage schedule for the timely completion of the projects.
- Need #4: Migrate to collaborative project management system for all staff.
- Need #5: Create and update consistent front-end specifications that reflect the City's unique needs.
- Need #6: Provide management with up to date reports on all projects.

The Opportunity

- Goal #1: Train all City of El Monte Engineering employees to manage the Capital Improvement projects.
- Goal #2: Work with the City of El Monte to manage budget costs.
- Goal #3: Manage Inspection team to provide comprehensive Inspection in a cost-effective manner.
- Goal #4: All Capital Improvement projects completed on time.
- Goal #5: All Capital Improvement projects completed on budget.

The Solution

- Recommendation #1: Meet weekly with Contractor either in person or via phone to update project on weekly basis.
- Recommendation #2: Meet weekly with City Engineer to give status of projects and concurrence on method to move forward.
- Recommendation #3: Work with City staff for meeting minutes and budgeting for all projects.
- Recommendation #4: Managing projects in design to bring complete bid packages out to bid with consistent documents to achieve a successful project.

OUR PROPOSAL

City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at

We have developed solutions to keep the clients project on schedule and on budget. This is accomplished by proactive management of schedule on a regular basis to keep the contract in terms of completion date. In addition, change order cost and budgeting calculations on a timely basis is mandatory to maintain budget control. Daily meeting with the Inspector to calibrate the ongoing project progress and head off problems before they become large.

Rationale

- Prompt response to Request for Information.
- Schedule Management.
- Update bid specifications.
- Manage bid proposals.

Execution Strategy

Our execution strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how the project will be developed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

The strategy to manage the City of El Monte on-going Capitol works project is based upon weekly meetings with the Contractor. It is expected the City will provide a location for the meeting as well as assistance for tracking the schedule, change orders, RFI's and customer requests for service. Contractor will leave meeting with a clearly documented marching orders per the Contract to move forward with the project.

Technical/Project Approach

Construction Management will include specifications update to represent the latest City needs and requirements. Bid analysis to confirm the lowest Responsible and Responsive bidder is awarded the project. Bid award to winning bidder and notification to losing bidders. Weekly meetings to review status of RFI's, change orders and schedule. Periodic site meetings with Contractor to evaluate site progress and change orders. Construction Manager will work at The City's location for meetings only. All other work will take place remotely.

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
Deliverable #1	Periodic bid documentation updates.
Deliverable #2	Weekly on-site meeting or telecon.
Deliverable #3	Periodic site inspections.
Deliverable #4	Review and update all Construction logs provided by City staff.
Deliverable #5	Provide weekly reports on all Construction projects.

Timeline for Execution

Description	Start Date	End Date	Duration
Project Start	July 1,2020	July 1, 2021	One-year option to renew yearly.

Supplied Material

The following materials are to be supplied by City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at for this project. For Square Engineering Solutions Inc. to meet project milestones, this material must be supplied on schedule. The due dates included in the following table represent our best guess based on current proposed project dates:

Materials to be supplied by City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at	**Due Date***
Procore project management system program (estimated cost $26,000 per year)	August 7, 2020

**We cannot be responsible for cost overruns caused by client's failure to deliver materials by agreed-upon due dates.*

EXPECTED RESULTS

We expect our proposed solution to City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at's requirements to provide the following results:

Financial Benefits

- Result #1: Significant Cost savings on change order requests.
- Result #2: Timely response to Requests for information.
- Result #3: Teaching the City staff to effectively manage projects.

Exclusions

- Night and weekend work.
- Meeting minutes preparation.
- Tracking RFI, Change orders and schedule on logs.

Other Benefits

Improved communication with director of Public Works Director and City Engineer to update the City Council on project status. More communication with project inspector to minimize change orders and impact to residents. Requirement and enforcement of receiving daily logs from Inspector by noon the next day.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for ## days from the date of this proposal:

Services Cost Category #1	Price
Cost per hour on site and off site per hour	$145.00/Hour
Overtime over 10 hours per day or 40 hours per week	$225/Hour
Expected 20 to 40 hours per week depending on projects and complexity.	

Services Cost Category #2	
Travel $0.55 per mile	
Total	

		Estimated hours per week		Number of weeks		Price per hour	
CIP 805 Ramona Valley Intersection		13		32		$ 145.00	$ 58,240.00
CIP 005 Nevada Bodger Sewer		13		50		$ 145.00	$ 91,000.00
CIP 014 Nevada Bodger Sewer		12		50		$ 145.00	$ 84,000.00
Unallocated Projects		9		52		$ 145.00	$ 65,520.00
					Total		$ 298,760.00

Disclaimer: Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

Square Engineering Solutions Inc. is continually proven to be an industry leader for high quality/guaranteed product/service in the following ways:

Square Engineering has a long History of Construction Management

- 40 years Construction Management experience
- Professional Engineer State of California and Nevada
- OSHPD certified
- Successfully managed $754,000,000 in Construction projects on time and budget.

CONCLUSION

We look forward to working with City of El Monte which has a well-deserved reputation of improving the City's infrastructure on a timely basis. Challenges currently include competition for quality small contractors and designers in a booming construction Industry. Providing cost effective Construction Management is what Triangle Engineering Solutions is known for and best at. We are confident that we can meet the challenges ahead, and stand ready to partner with you in delivering cost effective Construction Management solutions.

Insurance to be provided upon request.

Either side can cancel contract with 30 days' notice.

If you have questions on this proposal, feel free to contact Mike Jasminski at 562-243-7089 Email mikejasminski@gmail.com at your convenience. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Mike Jasminski P.E

Mike Jasminski P. E.
Title Owner Square Engineering Solutions Inc.

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 LAE ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AND AUTHORIZATION TO ADVERTISE AND PUBLISH THE NOTICE INVITING BIDS FOR THE ELLIOTT AVENUE AND FERN STREET CLASS III BIKE ROUTES AND DURFEE AVENUE AND VALLEY BOULEVARD CLASS II BIKE LANES PROJECT, CIP NO. 031.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Professional Services Agreement for Construction Management and Inspection Services for the Elliott Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project, CIP No. 031, with LAE Associates, Inc., for an amount of $105,620;

2. Consider and approve the total appropriation of a not-to-exceed amount of $116,000 which includes the contract amount of $105,620 plus approximately ten percent (10%) contingency of $10,380;

3. Authorize the City Manager, or her designee, to execute the Professional Services Agreement; and

4. Authorize staff to advertise and publish the Notice Inviting Bids (NIB) for the Elliott Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes project, CIP No. 031.

BACKGROUND

This project, consisting of the installation of Class III bike routes on Elliott Avenue and

Fern Street, and Class II bike lanes on Durfee Avenue and Valley Boulevard, will also include street rehabilitation work on both Fern Street and Elliott Avenue, including pavement resurfacing and curb ramp improvements. The project will also include the replacement of traffic detection loops at various signalized intersections to facilitate bicycle traffic.

Willdan Engineering is performing design services on this project as part of the City's on-call civil engineering services contract and they have submitted the 90 percent plans, specifications, and cost estimate (PS&E) for review. With the submittal, the City is seeking a consultant to provide construction management and inspection services. The consultant will also be required to perform constructability review and provide comments as their first order of work, which will move the design plans toward completion this summer.

Upon completion of the PS&E, staff recommends advertising and publishing the Notice Inviting Bids (NIB). After advertisement and contract award, it is anticipated that construction will begin in the fall of this year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Upon City Council approval, staff will advertise a notice inviting sealed bids from qualified contractors for the construction of the project in accordance with the California Public Contract Code and the City's Purchasing Policy and Procedures Manual. Staff will review the bids to identify the responsible contractor that submits the lowest responsive bid and will recommend the award of a contract at a regularly scheduled City Council Meeting following the bid opening.

The construction management and inspection services component of the project is expected to begin end of July/early August and be completed early next year.

On May 7, 2020, staff advertised a Request for Proposals for Construction Management and Inspection Services for the Elliott Avenue and Fern Street Class II Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project (RFP, Attachment 1) on the City's website and PlanetBids. On June 1, 2020, nine (9) 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, LAE Associates, Inc. ranked the highest (Attachment 2).

The proposed Construction Management and Inspection Services include, but are not limited to the following:

- Provide a constructability review of the Plans, Specifications and Engineer's Cost Estimate;
- Oversee construction progress meetings with the contractor and stakeholders;

- Coordinate and conduct public outreach to local residents, businesses, and school;
- Facilitate and track all materials submittals;
- Coordinate materials testing;
- Provide daily construction inspection and reporting;
- Track construction schedule and progress;
- Review and recommend approval of contractor payment requests;
- Review, negotiate, and recommend approval of contract change orders;
- Monitor and conduct contractor's labor compliance; and
- Conduct final inspection, generate punch list, and project closeout.

It is staff's recommendation to award the Construction Management and Inspection Services for the Elliott Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project, CIP No. 031, to LAE Associates, Inc. for a contract amount of $105,620.

FISCAL IMPACT/FINANCING

The project is budgeted under the Capital Improvement Program FY 20-21 (see the table below for the fund distribution).

Funding Source	Budgeted Amount
Measure M	$1,500,000

Staff is requesting an appropriation for a not-to-exceed amount of $116,000 from account number 225-67-031-8221 (which includes the $105,620 contract amount plus an approximate 10% contingency of $10,380). The contingency will be utilized only with 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 for Construction Management and Inspection Services with LAE Associates, Inc. for a not-to-exceed contract amount of $105,620; authorize an appropriation of $116,000 which includes the contract amount and an approximate 10% contingency; and authorize the City Manager, or her designee, to execute the agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

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

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

REQUEST FOR PROPOSALS

FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

FOR THE CONSTRUCTION OF

ELLIOTT AVENUE AND FERN STREET CLASS III BIKE ROUTES AND DURFEE AVENUE AND VALLEY BOULEVARD CLASS II BIKE LANES PROJECT (CIP No. 031)

May 2020

IMPORTANT DATES

RFP ISSUED	May 7, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 18, 2020
RELEASE OF INFORMATION REQUESTED	May 21, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	June 1, 2020
AWARD DATE	July 2020
APPROXIMATE START DATE	July 2020

REQUEST FOR PROPOSALS

FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

FOR THE CONSTRUCTION OF

ELLIOTT AVENUE AND FERN STREET CLASS III BIKE ROUTES AND DURFEE AVENUE AND VALLEY BOULEVARD CLASS II BIKE LANES PROJECT (CIP No. 031)

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ATTACHMENT A – FORMS: INSURANCE CG2010; CONSTRUCTION MANUAL CEM-0601, CEM-2701, CEM-4501, CEM-4601

ATTACHMENT B – PROJECT PLANS

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 Construction Management and Inspection Services for the **ELLIOTT AVENUE AND FERN STREET CLASS III BIKE ROUTES AND DURFEE AVENUE AND VALLEY BOULEVARD CLASS II BIKE LANES PROJECT (CIP No. 031)** (Project). Services include, but not limited to: Providing a constructability review of the design plans, specifications and cost estimate (PS&E); overseeing construction coordination meetings with the contractor and stakeholders; coordination of materials submittals; providing construction inspection and reporting; schedule tracking; review and recommend approval of contractor payment requests; review, negotiate, and recommend approval of contract change orders; coordination with utilities and other agencies; assuring contractor labor compliance; and records management.

The City is currently working with a design firm to develop a construction document including plans and specifications for this project. It is the City's intent to obtain the services of a professional construction management firm to assist with the constructability review of the plans, specifications, and cost estimate during the design process as a first order of work.

The construction management and inspection services for this Measure M funded project is expected to begin in September 2020 and be completed in December 2020.

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 proposer to provide technical professional services related to the construction of the following:

- Class III Bike Routes on Elliott Avenue and Fern Street
    - The project limits on Elliott Avenue are from Santa Anita Avenue to Parkway Drive (1.6 miles) and on Fern Street from Sastre Avenue to 550 feet east of Sastre Avenue (0.1 mile)
    - Installation of bicycle detection loops to the signalized intersections of: Elliott Avenue at Tyler Avenue, Elliott Avenue at Peck Road, and Elliott Avenue at Durfee Avenue
    - Slurry seal of Elliott Avenue from Santa Anita Avenue to Mountain View Road (0.9 mile)

- Class II Bike Lanes on Durfee Avenue and Valley Boulevard

- The project limits on Durfee Avenue are from Elliott Avenue to Valley Boulevard (0.6 mile) and on Valley Boulevard from Durfee Avenue to San Gabriel River Trail (0.35 mile)

Refer to Attachment B for additional details.

The Engineer's Estimate for the work is $820,000. The construction is anticipated to be completed within 65 working days. In general, the City of El Monte uses the "Standard Specifications for Public Works Construction" and the "Standard Plans for Public Works Construction" as the basis of a project's plans, specifications, and estimate.

The selected proposer shall provide one qualified Registered Civil Engineer serving in the capacity as Construction Manager responsible to oversee the required Inspection and perform Construction Management for the construction of the subject project. Responsibilities include but not limited to:

- Provide a constructability review of the project plans, specifications, and engineer's estimate (initial scope of work).
- Attending all project related meetings.
- Propose construction phasing to minimize impact to community, schools, and residents.
- Maintaining project files.
- Supervise and provide construction observation/inspection.
- Manage, monitor, inspect, maintain and keep track of progress of Perpetuation of Survey Monuments by the contractor.
- Review and file construction inspector's daily reports.
- Review and track the contractor's construction schedule.
- Assure contractor is meeting labor compliance requirements.
- Issue weekly working day statement reports.
- Coordinate with the City's design engineer, utility companies, and other agencies.
- Process submittals.
- Review and track submittal approvals.
- Review and approve contractor traffic control plans.
- Provide public outreach.
- Review and make recommendation for contractor progress payments.
- Review and make recommendation regarding the contractor's request for contract change orders.
- Maintain a set of "as-built" plans.
- Arrange for a final walk through inspection and prepare a "punch-list".

Task 1 – Meetings: The selected consultant will meet with City personnel for an initial kick-off meeting.

Once the contractor is awarded a contract, the consultant will schedule a pre-construction conference inviting all of the Project's stakeholders. In addition, the selected consultant shall hold weekly coordination meetings with the contractor and stakeholders that will be involved with the next week's work. The consultant shall prepare agendas and minutes of all meetings. The contractor will be required to provide a "look ahead" schedule at each weekly meeting that the selected consultant shall review and provide comment. These meetings may be held at the El Monte City Hall, 11333 Valley Boulevard, El Monte, CA. However, the meeting location may be scheduled for an alternate site if agreed to by the contractor and approved by the City.

Task 2 – Construction Management: The selected consultant shall provide a qualified Registered Civil Engineer serving as a construction manager having at least 10 years of experience with similar projects to be responsible for the following tasks:

- **Task 2a - Constructability Review:** The construction manager shall be responsible for reviewing the design plans, specifications, and engineer's estimate and providing advice on the constructability of the design and offer recommendations to improve construction efficiencies and/or reduce impacts to property owners and the traveling public. These reviews shall take no longer than two (2) weeks to complete. The consultant shall provide the comments in writing. In addition, the construction manager shall meet with the design engineer and the City to discuss their comments.

- **Task 2b - Supervision of Construction Inspection.** The construction manager shall supervise the work of the project construction inspector(s). Review all inspector daily reports and provide copies to the City on a weekly basis.

- **Task 2c – Construction Schedule:** The construction manager shall review the contractor's project schedule and confirm that tasks are scheduled within appropriate timeframes with the least impact to the public. On a weekly basis the construction manager shall review the contractor's weekly look ahead schedule to confirm it is in compliance with the original schedule and that coordination with utility companies and agencies has been performed. If the weekly look ahead schedule is not in compliance with the original schedule, construction manager shall be responsible to direct the contractor to make suitable adjustments.

- **Task 2d – Weekly Working Day Statement:** The construction manager shall promptly prepare a weekly working day statement and issue it to the contractor and to the City. The working day statement shall conform to Caltrans form CEM-2701 or similar form produced by the consultant, approved by the City, documenting the same information.

- **Task 2e – Coordination:** The construction manager shall be the City's representative to assure contractor coordination with the design team, utility companies, other agencies, and City personnel. As part of this task the construction manager shall review and track all submittals by the contractor. A tracking log shall be prepared to document, at a minimum: The date the submittal was delivered; the date and individual the submittal

was transmitted to for comment/approval; and when the submittal was returned with comment or approval.

- **Task 2f – Review Traffic Control Plans:** The construction manager shall review and approve the contractor's proposed traffic control plan to assure safety to the traveling public and to minimize the impacts to the general public.

- **Task 2g – Review Contractor Payment and Contract Change Order Requests:** The construction manager shall review all contractor payment requests and reconcile item quantities with field measurements. Once the reconciliation is complete and the contractor agrees the construction manager shall provide a written recommendation to the City for payment. The construction manager's recommendation process shall take no longer than one (1) work week. If the contractor's payment request is in error the construction manager shall reject the request in writing stating the reason for rejection.

  The construction manager shall review all contractor contract change order requests to confirm it is a valid request not covered by the plans and specifications. The construction manager shall also forward all requests to the design engineer for their input to the request's validity and cost. If the request is valid and a reasonable cost established, the construction manager shall forward the change order request to the City recommending approval.

- **Task 2h – Review on Contract Claims:** The construction manager shall be responsible in working with the contractor and resolving any issues prior to claims. The construction manager shall assist with City personnel in recommending the best solution to resolve disputed claims. Resolution of disputed claims shall be approved by the City Engineer or their designee.

- **Task 2i – Final Walk Through and "Punch-List":** The construction manager shall arrange for a final walk through inspection with the contractor and prepare a "punch-list" of items, keep a log, and actively track all needed correction items to be addressed to complete the work.

- **Task 2j – "As-built" Plans:** The construction manager shall maintain a set of "as-built" plans. These plans shall be submitted to the City once the project is completed.

- **Task 2k – Public Outreach:** The construction manager shall be responsible to keep the adjacent residents/businesses and property owners appraised of the progress of construction. This task may include but is not limited to the: Handing out of City approved flyers to the properties along the project route describing the proposed work; informing adjacent property owners in areas of scheduled night work if applicable; assuring the contractor informs residents/businesses of localized work that may impact their property; and responding to complaints.

- **Task 2l – Survey:** The selected consultant shall monitor all activities related to the contractor's survey work including but not limited to verification of field work, survey records, monumentation, etc.

- **Task 2m – Construction Phasing:** The selected consultant shall propose construction phasing to minimize impact to community, schools, and residents.

Task 3 – Construction Inspection and Reporting: The selected consultant shall provide at least one experienced full-time construction observer/inspector to assure compliance with the plan and specifications during all times the contractor is working. Construction inspector shall have full knowledge of the day-to-day operations and activities, construction methods, traffic control and other associated work. Although it is anticipated most of the work will occur during the day it can be assumed that a portion of the work may occur at night in order to minimize traffic impacts. The consultant shall report the daily progress of the work on Caltrans forms CEM-4501 and CEM-4601 or similar forms produced by the consultant, approved by the City, documenting the same information. The consultant shall document all personnel and equipment used for the day. The construction inspectors report shall incorporate photos, before, during and after construction. Photos included in the **construction inspectors report** shall be properly labeled with location and short description. The format of the inspector's daily report will need to be similar to Caltrans Resident Engineers Daily report form CEM-4601. Copies of these forms shall be submitted to the City on a weekly basis.

Task 4 – Labor Compliance: The selected consultant shall enforce the contractor's submittal of monthly certified payrolls from both the prime contractor and all subcontractors. The consultant shall review the payrolls to confirm the contractor is meeting contract requirements. The prime contractor shall be required to make corrections of any payroll that does not meet contract requirements, including making additional payments to employees, if necessary. All correspondence and corrections with and by the contractor shall be documented. The consultant shall submit a monthly labor compliance report to the City.

Task 5 – Geotechnical and/or Materials Testing: The selected consultant shall provide geotechnical and/or materials testing to assure the contractor's construction methods and materials meet the requirements of the plans and specifications. This task is to be included as an optional line item in the proposal.

Task 6 – Survey: The selected consultant shall monitor all activities related to the contractor's survey work including but not limited to verification of field work, survey records, monumentation, etc.

The City reserves the right to delete specific task(s) and/or line items at no additional cost.

3. Proposal Format

All proposals shall include the following information and comply with the associated page limit restrictions. The entire proposal shall be limited to 25 pages or less. Note that one (1) page includes the front side of an 8.5x11 sheet of paper and the front and back cover does not constitute a page. However, the Table of Contents, Appendices, Exhibits, Resumes, Title pages and blank pages will all count toward the 25-page limit. Points will be deducted from your proposal, if the specified page limits are exceeded.

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**. 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**. Summary of the proposed approach to providing construction management 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**. Resumes for the construction manager and for each of the other *key personnel* shall not exceed one (1) page, 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 construction 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**. 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., 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 construction on schedule. The proposer shall illustrate methods they have used to assist a contractor 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**. A 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 fee schedule/cost proposal shall be submitted separately and will not count toward the 25-page proposal page limit. 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 6 (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 6, 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 submitted separately and titled **"FIRM NAME - COST PROPOSAL FOR CM-INSP SVCS FOR ELLIOTT- FERN BIKELANE IMPROVEMENT PRJ -CIP031".**

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. 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 statue, ordinance or regulation.

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

The Proposal and separate Fee Schedule/Cost Proposal shall each be submitted electronically (upload to PlanetBids through the City's website) in Portable Document Format (PDF) and must be received prior to the time and date specified. No exceptions to this requirement will be considered.

Each electronic file shall be clearly titled:

> **FIRM NAME - PROPOSAL FOR CM-INSP SVCS FOR ELLIOTT- FERN BIKELANE IMPROVEMENT PRJ-CIP031; and**
>
> **FIRM NAME - COST PROPOSAL FOR CM-INSP SVCS FOR ELLIOTT- FERN BIKELANE IMPROVEMENT PRJ -CIP031.**

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

CONSTRUCTION MANUAL:

CEM-0601
CEM-2701
CEM-4501
CEM-4601

ATTACHMENT B

PROJECT PLANS

THE PROJECT PLANS WILL BE RELEASED THE WEEK OF MAY 11, 2020

EXHIBIT 1

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT SAMPLE

2020
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
(Name of Construction Manager: _____)
(Name of Project: _____, CIP No. ____)

THIS CONSTRUCTION MANAGEMENT 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 _____ (hereinafter, "CONSTRUCTION MANAGER"). For the purposes of this Agreement, CITY and CONSTRUCTION MANAGER may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSTRUCTION MANAGER interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires the performance of professional construction management, inspection, materials test and labor compliance services for the CITY's pending _____, CIP No. _____ (hereinafter, the "Project"); and

WHEREAS, CITY has deemed _____ and its proposal offer the optimal balance of experience, expertise and price to perform the work contemplated under this Agreement; and

WHEREAS, this Agreement was approved by the City Manager pursuant to her authority under Section 3.24.040(B) of the El Monte Municipal Code.

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

I.
GENERAL PROVISIONS

1.1 ENGAGEMENT OF CONSTRUCTION MANAGER: CITY retains CONSTRUCTION MANAGER to perform, and CONSTRUCTION MANAGER agrees to provide to and perform for CITY, for consideration and upon the terms and conditions set forth below, construction management services specified in this Agreement. The CONSTRUCTION MANAGER agrees to perform such services as expeditiously as possible and consistent with professional skill and care and the

orderly progress of the specific project for which CONSTRUCTION MANAGER is providing services. All services performed by CONSTRUCTION MANAGER under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by CONSTRUCTION MANAGER in the same discipline, on similar projects in California and with similar complexity, who are specially qualified to provide the services required by CITY and other municipalities; and all such services shall be conducted in conformity with, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, and the Americans with Disabilities Act ("ADA"). CONSTRUCTION MANAGER shall be responsible for the completeness and accuracy of its work product. The CONSTRUCTION MANAGEMENT services shall be provided as required by this Agreement.

1.2 CONSTRUCTION MANAGER'S BASIC SERVICES: "Basic Services" shall mean the various tasks, services, duties and responsibilities of CONSTRUCTION MANAGER set forth under:

A. That certain request for proposals of the CITY entitled "_____" issued on _____, 2020 (the "CITY Scope of Work") (The CITY Scope of Work is attached and incorporated hereto as **Exhibit "A"**); and

B. That certain written proposal of CONSTRUCTION MANAGER entitled "_____," dated _____, 2020 (the "CONSTRUCTION MANAGER Proposal Scope of Work") (The Construction Manager Proposal Scope of Work is attached and incorporated hereto as **Exhibit "B"**).

For purposes of this Agreement the capitalized term "Scope of Work" shall be a collective reference to the CITY Scope of Work and the CONSTRUCTION MANAGER Proposal Scope of Work. In the event of any conflict or inconsistency between the provisions of the CITY Scope of Work and the CONSTRUCTION MANAGER Proposal Scope of Work, the provisions of the CITY Scope of Work shall govern and control but only to the extent of the conflict or inconsistency and no further.

CONSTRUCTION MANAGER's personnel and the specific roles, authority and responsibility of the CONSTRUCTION MANAGER's personnel are subject to the reasonable approval of the CITY. CONSTRUCTION MANAGER will prepare an initial staffing plan. The CONSTRUCTION MANAGER shall designate a Project Director who shall be reasonably satisfactory to the CITY and who shall have the overall responsibility for performance of CONSTRUCTION MANAGER's obligations hereunder and be authorized to act on behalf of the CONSTRUCTION MANAGER in discharge of CONSTRUCTION MANAGER's services hereunder.

1.2.1 Construction Management: As more specifically described in the Scope of Work, CONSTRUCTION MANAGER shall provide services during the pre-bid, construction administration and close-out phases for the Project. CONSTRUCTION MANAGER's Basic Services will also include management, and coordination of all design and specialty consultants, contractors, vendors, and suppliers' work rendered in connection with the construction of the Project, including coordination of the planning and execution of the project with the City Public Works Director, the City Engineer and the City's Chief Building Official.

1.2.2 Limitations on CONSTRUCTION MANAGER's Authority: In addition to any other restrictions set forth under this Agreement, CONSTRUCTION MANAGER shall not have authority to: (i) issue change orders or otherwise amend the terms of any public works construction contract for the Project; (ii) issue notices of completion; (iii) issue or execute contracts which purport to bind the CITY to the terms and conditions of the contract; and/or (iv) approve payment requests. In the event of any conflict or inconsistency between the provisions of this Section 1.2.2 and the provisions of any other part of this Agreement, including the Scope of Work, the provisions of this Section 1.2.2 shall govern and control. CONSTRUCTION MANAGER and all persons retained or employed by CONSTRUCTION MANAGER shall 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 CONSTRUCTION MANAGER under this Agreement or is otherwise expressly conferred to the CONSTRUCTION MANAGER in writing signed by the CITY Representatives.

1.2.3 Project Status Reports/Plans: CONSTRUCTION MANAGER shall prepare status reports on a monthly basis for the Project.

1.2.4 Cost Control: CONSTRUCTION MANAGER shall implement a cost control system to assist the CITY in the management of Project construction costs. Such cost control reporting shall include the following: (i) monthly reporting on the status of expenditures and projections of Project construction costs through final completion of the Project; (ii) explanations for major deviations from CONSTRUCTION MANAGER's previous monthly report; and (iii) recommendations to the CITY as to ways to reduce construction costs so as to meet the requirements of a Project's construction budget.

1.2.5 Cash Flow Projections: CONSTRUCTION MANAGER shall prepare quarterly updates of cash flow projections incorporating the projected cash expenditures to cover anticipated Project construction costs, segregating according to expenditures for design costs, construction costs, specialty consultant costs and other expenses in such categories as requested by

the CITY.

1.2.6 Review of Project Schedules: CONSTRUCTION MANAGER shall review monthly updates of the Project construction schedule for conformity with the approved baseline schedule. CONSTRUCTION MANAGER shall supervise the performance of Design Professionals, Contractors and specialty consultants in order to achieve adherence to the Project construction Schedules.

1.2.7 Files: CONSTRUCTION MANAGER shall maintain Project files, including, without limitation, all documents generated by Project team members and Inspectors of Record.

1.2.8 Key Personnel: CONSTRUCTION MANAGER's personnel to be assigned to a Project will be set forth in a Basic Services staffing plan. Such persons shall not be removed or replaced from the Project without the written consent of the CITY, provided that such persons remain in the CONSTRUCTION MANAGER's employ. The CITY shall have the right to request removal of key personnel and approve replacements in its reasonable discretion. The foregoing notwithstanding, if any of CONSTRUCTION MANAGER's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSTRUCTION MANAGER, a threat to persons or property, or if any of CONSTRUCTION MANAGER's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the services contemplated under this Agreement in compliance with terms and conditions of this Agreement or fails or refuses to perform said services in a manner that is acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultants shall be promptly removed by CONSTRUCTION MANAGER and shall not be reassigned to perform any of the Work.

1.2.9 Design Documents: CONSTRUCTION MANAGER shall review in-progress design documents in an effort to assure compliance with the approved Project schedules. Major issues affecting the planning, programming or design progress shall be identified, monitored and reported by CONSTRUCTION MANAGER to the CITY on a regular basis. CONSTRUCTION MANAGER shall hold regular meetings with Project team members to make sure that responsibility as to reported issues is assigned for resolution along with a date for resolution. CONSTRUCTION MANAGER shall ensure that minutes of these meetings are prepared, which minutes shall include the status of major issues discussed, and distribute the minutes to attendees.

1.2.10 Permitting: Working with Design Professionals, CONSTRUCTION

MANAGER shall: (i) identify permits, easements or approvals required of reviewing agencies for the Project improvements; (ii) assist the CITY and Design Professionals in assembling the necessary documents for obtaining permits, easements, and approvals; (iii) schedule and monitor the periods of time set aside for obtaining permits and approvals; (iv) report to the CITY any delays which are observed in obtaining permits, easements, and approvals and recommend recovery plans; (v) facilitate the inspection process of reviewing agencies; and (vi) as and when requested, attend meetings necessary to secure permits, easements or approvals of reviewing agencies.

1.2.11 Pre-Bid: CONSTRUCTION MANAGER shall: (i) assist the CITY with preparation of bid package; (ii) conduct, in conjunction with the CITY, Design Consultants and other appropriate specialty consultants, a pre-bid meeting with potential bidders to identify questions and problems that may arise during the bidding process; (iii) prepare the agenda for and conduct the pre-bid meeting; (iv) conduct the pre-bid job walk; (v) assist in answering bidders' questions, with assistance from the CITY and Design Professionals; and (vi) assist in the preparation of any addenda which may be issued as a result of bidder questions.

1.2.12 Bidding: CONSTRUCTION MANAGER shall assist the CITY in evaluating bids and responding to bid protests or other legal challenges to the bidding or other procurement process.

1.2.13 Building Program Changes: If the bid of the lowest responsible bidder received exceeds the approved Project construction budget, CONSTRUCTION MANAGER shall, if requested, propose such programmatic or other changes in the scope or the quality of the Project or design documents, or both, as would reduce the construction costs to a level consistent with the approved Project construction budget.

1.2.14 Pre-Construction Conference: CONSTRUCTION MANAGER shall prepare the pre-construction conference agenda, hand-out materials, invite the attendees, conduct the meeting and prepare/distribute meeting minutes.

1.2.15 Payments: CONSTRUCTION MANAGER shall: (i) review all invoices and required lien or stop notice payment releases submitted by Contractors, Design Professionals and other Project team members for completeness and to confirm (based on, where appropriate, inspection of the design documents and work) that the portions of the work for which payment is being requested have been produced in accordance with the design and construction Project team member's governing contract; (ii) determine and, if requested by the CITY, certify in writing that the amount and terms of the payment are in accordance with such governing contract; (iii) within thirty (30) days (or such other period of time, longer or shorter, as may be required by law or the terms of the design and construction Project team

member's applicable contract) after receipt by the CONSTRUCTION MANAGER, return any invoice found to be incomplete or deficient to the design and construction Project team member in question along with a detailed explanation of the reason for rejection; (iv) prepare the necessary progress payment spreadsheets to track the expenses; (v) make recommendations when circumstances warrant issuance of payments jointly to subcontractors and contractors; and (vi) forward invoices which CONSTRUCTION MANAGER recommends and approves for payment to the CITY Representative(s), bearing a statement and signature confirming that it is "recommended for payment" by CONSTRUCTION MANAGER.

1.2.16 Construction Representatives: CONSTRUCTION MANAGER shall provide a competent representative or representatives, as appropriate and acceptable to the CITY, who shall be present at the Project site to do the following: (i) provide administration of the Contract Documents and as required by this Agreement; and (ii) act as the conduit of communication between the Contractor and the CITY, Design Professional and other Project team members. CONSTRUCTION MANAGER hereby designates _____, to act as its representative for the performance of this Agreement (hereinafter, "CM Representative"). The CM Representative shall have full authority to represent and act on behalf of the CONSTRUCTION MANAGER for all purposes under this Agreement. CM Representative or his designee shall supervise and direct the performance of the services and tasks contemplated under this Agreement, using his best skill and attention, and shall 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 CM Representative shall constitute notice to CONSTRUCTION MANAGER.

1.2.17 CITY's Representatives: The CITY hereby designates Braden Yu, Director of Public Works (hereinafter, the "CITY Representatives") to act as its representative for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSTRUCTION MANAGER shall not accept directions or orders from any person other than the CITY Representative or her designee.

1.2.18 Construction Administration: With the assistance of the Design Professional, CONSTRUCTION MANAGER shall administer the construction contract in accordance with the terms and conditions of the construction contract and provide management, administrative and related services required to coordinate the work of the Contractor, Design Professionals and other Construction Project team members.

1.2.19 Project Records: Throughout the Project, CONSTRUCTION MANAGER shall ensure that Project records and logs are recorded, prepared and

maintained, as appropriate, concerning meeting minutes, Contract Documents, bulletins, submittals, requests for information or clarification, change orders, field directives, change order requests, schedules, schedule updates, time extension requests, claims, correspondence, compliance certification and other related documents, including revisions and amendments thereto.

1.2.20 Change Orders, Field Orders: Subject to section 1.2.2., above, when additions, changes or deletions in the work become necessary, CONSTRUCTION MANAGER shall: (i) assemble all back up documentation to substantiate the cost and scope of the proposed change order or field order; (ii) transmit the same to the Contractor for response or execution; (iii) as requested by CITY, validate Contractor's estimates and/or prepare independent estimates of change order requests, field orders and proposed change orders; (iv) upon receipt of Contractor's cost/time proposal, review it for entitlement, evaluate Contractor's pricing and/or schedule impact request, and schedule meetings for review, negotiation and settlement of the proposed change orders; (v) negotiate the change orders with Contractor; (vi) set forth and substantiate in the change order documents CONSTRUCTION MANAGER's recommendations to the CITY as to the acceptability of the Contractor's proposals; (vii) upon final approval by the CITY, forward change order for processing and prepare and distribute a change order and field order report including all approved change orders and field orders by number, brief descriptions of the work and the cost/time established; and (viii) verify that the change order and field order work and any adjustments of time have been incorporated into the Project schedule and Contractor's schedules for performance. CONSTRUCTION MANAGER shall collect Contractor's time and material sheets at the end of each day for labor, materials and equipment used to perform change order work.

1.2.21 Submittals: CONSTRUCTION MANAGER shall oversee expediting the processing and approval of Contractor's submittals and track progress of timely review and approval of submittals.

1.2.22 Submittal Schedule: CONSTRUCTION MANAGER shall: (i) monitor submittal submission for compliance with the submittal schedule; (ii) report on deviations from Contractor's submittal schedule caused by delays in submittals; and (iii) develop recovery plans if submittals or approval should threaten to delay substantial or final completion of the Project.

1.2.23 Equipment, Furnishings: With appropriate input from the CITY, CONSTRUCTION MANAGER shall coordinate and with the construction schedule the purchase, fabrication and delivery of all furniture, furnishings and equipment purchased by the CITY for the Project, as well as of any other materials, systems or equipment purchased directly by CITY for the Project.

1.2.24 Schedule of Values: CONSTRUCTION MANAGER shall: (i) review Contractor's schedule of values; (ii) compare payment requests in relation to Contractor's schedule of values for each major component of construction; and (iii) make recommendations for any necessary adjustments based on CONSTRUCTION MANAGER's evaluation of the reasonableness of trade line item costs and the status of buyout of such trade line items.

1.2.25 Construction Schedule and Updates: CONSTRUCTION MANGER shall, on a monthly basis: (i) receive, review, analyze and comment to CITY on the as-built progress of the Project as compared to the Project Schedule; (ii) check that the schedule of performance is prepared according to the Contract Document requirements and that the completion dates comply with the Contract Documents; (iii) conduct meetings as necessary in an effort to conform the schedule of performance to the Contract Documents and approve or reject proposed changes to the schedule; (iv) once finalized and approved, monitor and request three-week look-ahead updates of the schedule; (v) report to CITY on deviations in as-built progress from such schedule that could jeopardize the scheduled dates for substantial completion, final completion, occupancy or other milestones relative to the Project; (vi) work with Contractor to develop recovery plans if schedule slippage occurs; (vii) recommend necessary actions to the CITY should the Contractor fail to correct schedule variances; (viii) prepare a report summarizing Contractor's progress, the percentage complete for each construction activity indicated and any recommendations concerning alternative actions needed to achieve compliance by Contractor with the schedule approved by CONSTRUCTION MANAGER; and (ix) and, if requested, review and make a recommendation to CITY regarding a written request from Contractor for a time extension.

1.2.26 Construction Costs: CONSTRUCTION MANAGER will monitor the construction costs and advise the CITY of the financial condition of the Project by: (a) Development of Project cash flow reports, forecasts and other financial reports to the CITY, including those reflecting variations between actual construction costs and the construction costs budget and estimated costs of unperformed Project activities; (b) Maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit cost basis and additional work performed by the Contractor on a time and materials basis; (c) Monitor and advise the CITY of costs pertaining to potential, pending and completed changes to the construction contract; and (d) Advising and making recommendations to the CITY for adjustments to the construction cost budget relative to actual or anticipated construction cost.

1.2.27 Applications for Progress Payments: CONSTRUCTION MANAGER will

participate in the review and disbursement of Progress Payments to the Contractor and in consultation with the CITY, the Inspector of Record, the Program Manager and Design Professional, make recommendations for the disbursement of Progress Payments to the Contractor as follows: (a) CONSTRUCTION MANAGER will assist in the development of procedures for submittal, review, processing and disbursement of Progress Payments to Contractor, along with associated forms and reporting systems; (b) Based upon CONSTRUCTION MANAGER's observations and evaluations of each Application for Progress Payment, CONSTRUCTION MANAGER will review and certify to the CITY the amount due on each such Application for Progress Payment; CONSTRUCTION MANAGER's certifications constitute a representation to the CITY that, based on CONSTRUCTION MANAGER's observations at the Project site, the data in each Application for Progress Payment, and to the best of CONSTRUCTION MANAGER's knowledge, information and belief, the work has progressed to the point indicated in the Application for Progress Payment, and the quality of the work is in generally in accordance with the Contract Documents for the construction contract; and (c) CONSTRUCTION MANAGER's representations relative to Applications for Progress Payment are subject to an evaluation of the work for conformity with the Contract Documents for the construction contract(s) upon substantial completion, results of subsequent tests and procedures, minor deviations from the Contract Documents correctable prior to completion and any specific qualifications expressed by CONSTRUCTION MANAGER in its certification. CONSTRUCTION MANAGER's issuance of a Certificate pursuant to the preceding shall be a representation that the Contractor(s) is/are entitled to payment in the amount so certified and that all applicable lien releases have been submitted by the Contractor.

1.2.28 Staffing: CONSTRUCTION MANAGER shall (i) evaluate monthly, at a minimum, the adequacy of Contractor's staffing of the Project and the availability of materials and equipment needed to meet approved schedules; (ii) recommend courses of action when the approved schedule is not being met; and (iii) prepare any directives which require any Contractor or other Design Professional and construction Project team member to increase personnel, work hours or efforts to expedite delivery of materials, which become necessary due to delay.

1.2.29 Monthly Progress Reports: CONSTRUCTION MANAGER shall, for the duration of construction of each Project, prepare a monthly progress report which shall include, without limitation, an executive summary, financial information (such as but not limited to budget vs. actual (forecast to complete) cost information), cash flow projections, and field order summary status reports, submittal status reports, status of requests for information, a narrative of the work progress and major tasks completed, key progress photos, claims identification and status, schedule update, identification of

major problems encountered along with corrective action taken or recommended. Said monthly reports shall be made available to the CITY in an electronic format.

1.2.30 Defective Work: Based upon CONSTRUCTION MANAGER's site observations, CONSTRUCTION MANAGER shall, in accordance with CONSTRUCTION MANAGER's standard of care, endeavor to guard the CITY against defects and deficiencies in construction and workmanship on the basis of its site observations and to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, regulations, ordinances or rules in the performance of the construction contracts; and (c) and the requirements of the construction contracts. Whenever in the ordinary course of discharging its services hereunder the CONSTRUCTION MANAGER shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, the CONSTRUCTION MANAGER shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the CITY in writing. In other circumstances where defective or deficient Work is observed by the CONSTRUCTION MANAGER, the CITY shall be notified in writing of such conditions and if directed by the CITY, the CONSTRUCTION MANAGER shall stop or reject such Work. The CONSTRUCTION MANAGER's responsibilities hereunder shall be limited to defective or deficient work of an apparent or patent nature.

1.2.31 Testing, Disposals: CONSTRUCTION MANAGER shall monitor Contractor's coordination of services of independent testing laboratories and formal inspections by review agencies and Design Professionals for in-place work; receive and file written reports; review reports for necessary corrective action; and monitor corrective action to ensure that such work is consistent with the Contract Documents.

1.2.32 Claims: CONSTRUCTION MANAGER shall assist CITY with: (i) the analysis of any claims related to the Project; (ii) maintain Project records and documents to support this effort; (iii) after consultation with the CITY, work to discuss and resolve any outstanding claims with the party(ies) asserting same; and (iv) work with the CITY in negotiating settlement of and preparing final settlement documents for settlement of claims, as required and approved by CITY; provided that any services provided by CONSTRUCTION MANAGER for a new claim submitted by a Contractor after sixty (60) days of CITY's acceptance of the Project shall be considered Additional Services.

1.2.33 Inspection: CONSTRUCTION MANAGER shall, jointly with the Inspector of Record and Design Professionals: (i) conduct a thorough inspection of

the work of the Project; (ii) prepare detailed punch-lists for issuance to Contractor; (iii) verify and document completion of punch-list activities in determining substantial and final completion of the Project; and (iv) notify Contractors of substantial completion, final completion and acceptance of the Project.

1.2.34 Substantial Completion: When the CONSTRUCTION MANAGER considers the Contractor's work for a Project, or a portion thereof designated for early occupancy, to be substantially complete, the CONSTRUCTION MANAGER shall initiate the appropriate steps to obtain required occupancy permit and to confirm that the conditions to substantial completion have been accomplished.

1.2.35 Punch Lists: Following substantial completion of the Work, or upon designation of a portion of the Work for early occupancy, the CONSTRUCTION MANAGER shall ensure: (i) reparation of a punch-list of minor and corrective items to be completed; (ii) distribution of the punch-list to the Contractor for action; and (iii) confirmation that all punch-list items have been completed in accordance with the Contract Documents prior to Final Completion.

1.2.36 Operational Testing: CONSTRUCTION MANAGER shall ensure that the following is performed: (i) final testing of utilities, operational systems and equipment for readiness; (ii) start-up and testing of all systems and equipment; (iii) start-up and training sessions; and (iv) documenting the occurrences thereof for close-out of the construction contracts.

1.2.37 Move In, Occupancy: CONSTRUCTION MANAGER shall assist the CITY to: (i) develop occupancy schedules; (ii) develop and implement transition and move-in schedules and plans; (iii) assist CITY and Contractor in obtaining all certificates of occupancy required for occupancy of the Project (or portions thereof designated for early occupancy); and (iv) assist CITY in taking beneficial occupancy (whether occurring prior to, at or after substantial completion).

1.2.38 Final Payment to the Contractors: Upon Final Completion of the Project, CONSTRUCTION MANAGER shall: (i) receive, review and recommend for payment Contractor's final application for payment requesting release of retention; (ii) confirm that all Record Documents required by the Contract Documents have been received; (iii) if any of the items required to be submitted by any design and construction Project team member have not been submitted, obtain completed items from the appropriate parties; (iv) notify the CITY of any items required for Final Completion that have not been submitted and of what actions CONSTRUCTION MANAGER is taking, or recommends, to obtain such items; (v) do not recommend for payment Contractor's final application for payment until all punch-list items have been completed and all documents required to be submitted by

Contractor under the Contract Documents have been received; and (vi) work to resolve any outstanding payment issues, claims or other disputes.

1.2.39 Close-Out Documents: CONSTRUCTION MANAGER shall: (i) review and confirm the completeness and accuracy of the As-Builts/Record Drawings prepared by Contractor and, if significant discrepancies are noted, notify CITY and Program Manager of same and perform such follow-up as may be necessary to assure that corrections are made; and (ii) obtain and transmit warranties, keys, manuals, As-Builts and maintenance stocks as required by the Contract Documents.

1.2.40 Audit: CONSTRUCTION MANAGER shall assist CITY in requesting, conducting and summarizing the results of cost reviews of Contractor's books and records that may be requested by CITY or the independent auditor of the CITY in connection with the review of the Contractor's applications for payment, change orders, field orders or claims; and report to CITY at once if it determines that any request or claim by Contractor contains any statement that is false or materially misleading; and assist in investigating any allegations that Contractor has submitted a false claim in violation of Government Code §§12650, et seq.

1.2.41 Independent Reviews: A Project may be subject to independent reviews conducted by a CITY Consultant. CONSTRUCTION MANAGER shall cooperate with all such reviews by CITY Consultant.

1.2.42 Certification by CONSTRUCTION MANAGER: CONSTRUCTION MANAGER certifies that it: (i) is properly qualified under the laws and regulations of the State of California to provide the professional Basic Services that it has herein agreed to perform; (ii) is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code; (ii) it will comply with those provisions before commencing the performance of the services of this Agreement; (iv) is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since CONSTRUCTION MANAGER is performing services as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars ($1,000) or more, CONSTRUCTION MANAGER agrees to fully comply with and to require its consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

1.2.43 Additional Services: Additional services require pre-authorization in writing by CITY. When Additional Services are authorized, they shall be provided by CONSTRUCTION MANAGER and shall be paid in the same manner as applicable to Basic Services as set forth under Article II of this

Agreement. The following services are not covered by this subsection, CONSTRUCTION MANAGER's Basic Services, of this Agreement and are to be considered Additional Services:

(i) Services for repairs of damages to a Project unless caused, in whole or in part, by CONSTRUCTION MANAGER's negligence or intentional acts;
(ii) Additional services caused by the delinquency or insolvency of Contractor; and
(iii) When directed by CITY in writing, (a) the employment of special consultants, (b) the preparation of special delineations and models.

1.3 PROJECT SCHEDULE:

1.3.1 Time for Completion: Time is of the essence and failure of CONSTRUCTION MANAGER to perform services on time as specified in this Agreement, is a material breach of this Agreement. It shall not be a material breach if a delay is reasonably unforeseeable and beyond CONSTRUCTION MANAGER's reasonable control.

1.3.2 The completion times set forth herein are binding, unless extended in writing by CITY.

1.3.3 Delays: Except as otherwise provided herein, any time during which CONSTRUCTION MANAGER is delayed by acts of negligence of CITY or its employees or those in a direct contractual relationship with CITY or by Force Majeure Circumstances which delays were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of CONSTRUCTION MANAGER, is included in the amount of CONSTRUCTION MANAGER compensation in Article II. CITY shall not be liable for the damages to CONSTRUCTION MANAGER on account of such delays.

1.3.4 Notice of Delay: CONSTRUCTION MANAGER shall, immediately upon ascertainment, notify CITY of any delay in: (i) the preparation and/or production of any of CONSTRUCTION MANAGER's documents hereunder, (ii) CONSTRUCTION MANAGER's services, or (iii) connection with any matter attended to by CONSTRUCTION MANAGER or with which CONSTRUCTION MANAGER is familiar (whether or not as the result of an act or omission of another) which would affect or delay the Project or the Project Schedule. CONSTRUCTION MANAGER shall consult and advise CITY in connection with any such delay in its effect on the Project Schedule and shall take such action on CITY's behalf as CITY may request in accordance with the terms and conditions of this Agreement.

1.3.5 Specific Response Time: CITY may, in its sole discretion, establish a reasonable response time standard for CONSTRUCTION MANAGER's

performance of services: e.g., review and approval of shop drawings, preparation of change orders and field orders, interpretation of Contract Documents, or review of requests to substitute materials. These specific response times shall be considered to be reasonable and CONSTRUCTION MANAGER will not exceed them unless, at the time of the action which necessitates a response, CONSTRUCTION MANAGER indicates that a longer response time is necessary and gives a written explanation of the reasons why an extended response time will be needed. Any extension of the response time must be approved by CITY. Insufficiency of personnel shall not be an adequate excuse for delay by CONSTRUCTION MANAGER or CONSTRUCTION MANAGER's Consultants.

1.4 PROSECUTION OF WORK: The Parties agrees as follows:

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 to CONSTRUCTION MANAGER. CONSTRUCTION MANAGER shall complete the various tasks identified in the Scope of Work, defined above, and shall complete all services and tasks contemplated under this Agreement no later than the earlier of the following: (i) sixty (60) calendar days following the date upon which the City Council has accepted the Project as complete and has authorized the recordation of a final Notice of Acceptance for all of the Project Work; (ii) _____, 2020 (the "Completion Date").

B. CONSTRUCTION MANAGER shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSTRUCTION MANAGER shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSTRUCTION MANAGER shall not claim or be entitled to receive any compensation or damage because of the failure of CONSTRUCTION MANAGER, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSTRUCTION MANAGER shall at all times enforce strict discipline and good order among CONSTRUCTION MANAGER's employees; and

E. CONSTRUCTION MANAGER, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.5 DEFINITIONS: For purposes of this Agreement the following terms shall have the meaning provided in this Section below:

1.5.1 Additional Services: "Additional Services" shall mean those services in addition to CONSTRUCTION MANAGER's Basic Services that are provided by CONSTRUCTION MANAGER and authorized in writing by CITY and/or assigned and authorized by the CITY MANAGER, the Public Works Director or the City Engineer.

1.5.2 As-Built/Record Drawings: "As-Built/Record Drawings" shall mean the final set of drawings prepared by CONSTRUCTION MANAGER that incorporates all changes from all Record Drawings, sketches, details, and clarifications.

1.5.3 Bid: "Bid" shall mean the written proposal submitted to CITY by a construction contractor in accordance with the Bid Set for the construction of the Project

1.5.4 Bid Set: "Bid Set" shall mean the plans, drawings, and specifications at the end of the Construction Document Phase that DSA has approved and that CITY can use to go out to bid for construction of the Project.

1.5.5 Bidder: "Bidder" shall mean the person or entity submitting a Bid.

1.5.6 Budgeted Construction Cost: "Budgeted Construction Cost" shall mean CITY's estimated total cost for construction determined at CITY's discretion, excluding CONSTRUCTION MANAGER's fee and excluding the cost of services and materials furnished by CITY.

1.5.7 CONSTRUCTION MANAGER's Consultants: "CONSTRUCTION MANAGER's Consultants" shall mean persons properly skilled and licensed as required employed at CONSTRUCTION MANAGER's sole expense.

1.5.8 Contract Documents: "Contract Documents" shall mean those documents that are required for the actual construction of a Project, including but not limited to the agreement between CITY and Contractor (defined below); complete working drawings and specifications setting forth in detail the work necessary for constructing the Project to be done and the materials, workmanship, finishes and equipment required for construction of structural, mechanical, electrical systems and utility service-connected equipment and site work, including but not limited to the "Construction Documents" as used in this Agreement.

1.5.9 Contractor: "Contractor" shall mean the general contractor, contractors, or specialty contractor(s) ultimately selected to perform work on a Project or any replacement(s).

1.5.10 Design Professional: "Design Professional" shall mean the architect or

engineer of record for a Project.

1.5.11 Estimated Project Construction Cost: "Estimated Project Construction Cost" shall mean the estimate, including the "Major Categories of Work" of the projected construction cost representative of the documents and specifications prepared under the direction of the CONSTRUCTION MANAGER with respect to each phase document development.

1.5.12 Force Majeure Circumstances: Unavoidable circumstances beyond the control of the CONSTRUCTION MANAGER, INCLUDING, but not limited to Acts of God, strikes, lockouts, labor disputes, inability to obtain labor or materials or reasonable substitutes therefore, emergency governmental restrictions, regulations and controls, judicial orders, enemy or hostile governmental action, civil commotion, fine or other casualty that interferes with CONSTRUCTION MANAGER's ability to complete its services or complying with its obligations under this Agreement.

1.5.13 Inspector of Record: "Inspector of Record" or "IOR" shall mean a certified Inspector and specialty inspector, approved by the CITY. The IOR is tasked to act in an on-site capacity and to conduct filed inspections of the Project during construction.

1.5.14 Project Budget: "Project Budget" shall mean the latest Estimated Project Construction Cost, including hard and soft cost as approved by CITY.

1.5.15 Project Schedule: "Project Schedule" shall mean the entire series of events necessary to design and construct a Project and encompasses the CONSTRUCTION MANAGER's, Contractor's and other consultant's work.

1.5.16 Revised Agreed Cost Estimate: "Revised Agreed Cost Estimate" includes an estimate of the cost of all work shown on the final working drawings and specifications from the Construction Document Phase.

1.6 MISCELLANEOUS TERMS AND CONDITIONS:

1.6.1 Ownership of Documents Prepared for Project:

(i) License: This Agreement creates a nonexclusive and perpetual license for CITY to use, at its discretion, all plans, specifications, original, or reproducible transparencies of working drawings and master plans, preliminary sketches, and all other documents prepared by CONSTRUCTION MANAGER pursuant to this Agreement.

(ii) Termination: Following the termination of CONSTRUCTION MANAGER's services, for any reason, as provided under Article IV (Termination), below, or abandonment of all or a portion of the

Project, CITY may utilize the completed drawings, specifications, estimates, and other completed construction documents prepared under this Agreement by CONSTRUCTION MANAGER as it sees fit. CONSTRUCTION MANAGER shall deliver to CITY the following documents upon CITY's written request: (a) One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format; and (b) All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by CONSTRUCTION MANAGER under this Agreement.

(iii) After completion of a Project, CONSTRUCTION MANAGER shall not permit reproductions to be made of any CITY owned documents without the approval of CITY and shall refer all requests by other persons to CITY.

(iv) CONSTRUCTION MANAGER shall not use the drawings or plans produced for CITY on any other project without CITY's prior written consent or work product. CONSTRUCTION MANAGER shall defend and indemnify CITY from any claim that such documents infringe the copyright or trade secrets of another.

1.6.2 Reuse of Documents Prepared for a Project: CITY as the sole owner of all documents prepared for a Project, reserves the right to reuse all or part of those documents at its sole discretion for the construction of all or part of another project constructed for CITY. Notwithstanding the fact that CONSTRUCTION MANAGER prepared may have prepared these documents or work product, in the event the documents are reused, CITY shall not be bound by this Agreement to employ the services of CONSTRUCTION MANAGER.

1.6.3 Standardized Manufactured Items: CONSTRUCTION MANAGER shall consult and cooperate with CITY's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish hardware, plumbing fixtures and equipment, roofing materials, and floor covering shall be standardized to CITY's criteria so long as those criteria do not seriously interfere with building design and/or governing codes.

1.6.4 Audit/Inspection of Records: CONSTRUCTION MANAGER shall keep and maintain all documents and complete records prepared by or furnished to CONSTRUCTION MANAGER during the course of performing the Basic Services on the Project for at least ten (10) years following completion of the Project. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under this Agreement, and invoices,

payrolls, timecards, reimbursement requests and records and all other data related to matters covered by this Agreement. CONSTRUCTION MANAGER shall maintain complete records of all hours worked and submitted to CITY for compensation under this Agreement. CONSTRUCTION MANAGER shall permit CITY to audit, examine and make copies, excerpts and transcripts from such records and the records and documents of all consultants of CONSTRUCTION MANAGER during CONSTRUCTION MANAGER's regular business hours upon twenty-four hours prior written notice from CITY. CITY's rights under this Section 1.6.4 shall survive the termination or expiration of this Agreement.

1.6.5 Change Orders Caused by CONSTRUCTION MANAGER: CONSTRUCTION MANAGER shall be responsible for the cost of construction change orders caused directly by CONSTRUCTION MANAGER's willful misconduct or negligent acts, errors or omissions. Without limiting CONSTRUCTION MANAGER's liability for indirect cost impacts, the direct costs for which CONSTRUCTION MANAGER shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared construction documents. These amounts shall be paid by CONSTRUCTION MANAGER to CITY or CITY may withhold those costs from amounts owing to CONSTRUCTION MANAGER. Neither CITY's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSTRUCTION MANAGER shall remain liable to CITY in accordance with this Agreement for all damages to CITY caused by CONSTRUCTION MANAGER's failure to perform any of the services furnished under this Agreement to the standard of care of CONSTRUCTION MANAGER for its services, which shall be, at a minimum, the standard of care of CONSTRUCTION MANAGER's performing similar work for municipalities in or around the same geographic area of CITY. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

II.
COMPENSATION

2.1 APPROVED RATE SCHEDULE: CONSTRUCTION MANAGER shall perform the various services and tasks set forth in the Scope of Work in accordance with the hourly rates and fees set forth in that certain document entitled "Cost Proposal" (hereinafter, the "Approved Budget") which is attached and incorporated and incorporated hereto as **Exhibit "C"**.

2.2 Section 2.1 notwithstanding, CONSTRUCTION MANAGER's total compensation during any single CITY fiscal year shall not exceed the aggregate sum of _____**DOLLARS ($_____)** (hereinafter, the "Not-to-Exceed Sum"). CONSTRUCTION MANAGER further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks. In the event CONSTRUCTION MANAGER requires additional time to complete the services and tasks and the need for such additional time is not caused either in whole or in part by CITY, CONSTRUCTION MANAGER shall not receive compensation in excess of the Not-to-Exceed Sum for any services or tasks performed by CONSTRUCTION MANAGER beyond the initial completion date in order to complete the services and tasks.

2.3 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSTRUCTION MANAGER shall 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 CONSTRUCTION MANAGER's monthly compensation is a function of hours worked by CONSTRUCTION MANAGER's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing specific services or tasks, 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 shall notify CONSTRUCTION MANAGER in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSTRUCTION MANAGER.

III.
INSURANCE

3.1 INSURANCE REQUIREMENTS:

3.1.1 Commercial General Liability and Property Damage Insurance: CONSTRUCTION MANAGER shall maintain commercial general liability insurance with liability limits of not less than One Million Dollars ($1,000,000) for death, bodily injury, personal injury, and property damage liability, combined single limit, insuring comprehensive general liability of CONSTRUCTION MANAGER, its agents, employees, its authorized representatives, and CONSTRUCTION MANAGER's Consultants arising out of and in connection with the performance of Basic Services by

CONSTRUCTION MANAGER on the Project, including the operation of motor vehicles.

3.1.2 Professional Liability Insurance: CONSTRUCTION MANAGER shall obtain and, continuously until the termination of any statute of limitations applicable to claims which might arise on account of the design and construction of the Project, maintain in full force and effect a claims-made policy covering negligence, malpractice, errors and omissions in the performance by CONSTRUCTION MANAGER of its services hereunder, in an amount not less than One Million Dollars ($1,000,000).

3.1.3 Workers' Compensation: CONSTRUCTION MANAGER shall maintain Workers' Compensation insurance with policy limits equal to the required statutory limits covering all employees of CONSTRUCTION MANAGER.

3.1.4 Employer's Liability: CONSTRUCTION MANAGER shall obtain and shall maintain employer's liability insurance of at least One Million Dollars ($1,000,000) per accident for bodily injury or disease.

3.1.5 Valuable Document Insurance: CONSTRUCTION MANAGER shall carry adequate insurance on all drawings and specifications as may be required to protect CITY in the amount of its full equity in those drawings and specifications, and shall file with CITY a certificate of that insurance. The cost of that insurance shall be paid by CONSTRUCTION MANAGER, and CITY shall be named as an additional insured.

3.1.6 Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The City of El Monte and the City of El Monte's elected and appointed officials, officers, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of CONSTRUCTION MANAGER; instruments of service and completed operations of CONSTRUCTION MANAGER; premises owned, occupied or used by CONSTRUCTION MANAGER; or automobiles owned, leased, hired or borrowed by CONSTRUCTION MANAGER. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

(ii) For any claims related to the Project, CONSTRUCTION MANAGER's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of CONSTRUCTION MANAGER's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

(iv) CONSTRUCTION MANAGER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.7 General Insurance Matters: All of CONSTRUCTION MANAGER's insurance required under this Agreement shall:

(i) Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A: VII as rated in the most recent edition of Best's Insurance Reports. CONSTRUCTION MANAGER shall notify CITY in writing if any of its insurer(s) have an A.M. Best rating of less than A: VII. At the option of CITY, either 1) CITY can accept the lower rating; or 2) CONSTRUCTION MANAGER shall be required to procure insurance from another insurer.

(ii) Contain an endorsement or certificate executed by the insurance company, requiring thirty (30) days' written notice by certified mail, return receipt requested has been given to CITY from the insurance company to both parties before cancellation or termination. CONSTRUCTION MANAGER shall promptly notify CITY of any material change in the coverage, scope, or amount of any policy.

(iii) All such insurance shall be primary insurance and any insurance of CITY shall be excess coverage for benefit of CITY only and non-contributory.

(iv) Prior to commencing any work required under this Agreement CONSTRUCTION MANAGER shall furnish CITY with certificates of insurance showing maintenance of the required insurance coverage. Original endorsements affecting general liability and automobile liability coverage shall be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy carried by CONSTRUCTION MANAGER shall be deposited with CITY within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy. If CONSTRUCTION MANAGER fails to provide the required insurance, CITY may in its sole and absolute discretion obtain such

insurance at CONSTRUCTION MANAGER's expense and withhold the cost of any such insurance plus a ten percent (10%) administrative fee from any amounts due and owing to CONSTRUCTION MANAGER under this Agreement.

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. CONSTRUCTION MANAGER acknowledges that CITY would not enter into this Agreement in the absence of CONSTRUCTION MANAGER's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER under this Agreement any amount due CITY from CONSTRUCTION MANAGER as a result of CONSTRUCTION MANAGER's failure to pay CITY promptly any indemnification arising under this Article and related to CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER in the performance of this Agreement. In the

event CONSTRUCTION MANAGER fails to obtain such indemnity obligations from others as required herein, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's subcontractors or any other person or entity involved by, for, with or on behalf of CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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.

V.
TERMINATION

5.1 TERMINATION FOR CONVENIENCE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving CONSTRUCTION MANAGER written notice specifying the effective date of such termination for convenience. Upon such termination for convenience, CONSTRUCTION MANAGER shall be compensated only for those services and tasks which have been performed by CONSTRUCTION MANAGER up to the effective date of the termination. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER to provide all finished or unfinished work product including those materials referenced under subsection 1.6.1 (Ownership of Documents Prepared for Project), and other information of any kind prepared by CONSTRUCTION MANAGER connection with the performance of the services and tasks contemplated under this Agreement. CONSTRUCTION MANAGER shall 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 CONSTRUCTION MANAGER pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 TERMINATION FOR CAUSE (EVENTS OF DEFAULT; BREACH OF AGREEMENT):

5.2.1 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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 shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.2 and 5.2.3 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 shall 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.

5.2.2 CONSTRUCTION MANAGER shall cure the following Events of Defaults within the following time periods:

(i) Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSTRUCTION MANAGER to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSTRUCTION MANAGER is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSTRUCTION MANAGER may submit a written request for additional time to cure the Event of Default upon a showing that CONSTRUCTION MANAGER 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 shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection 5.2.2(i) that exceeds seven (7) calendar days from the end of the initial 3-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, Construction Manger may submit a written request for additional time to cure the Event of Default upon a showing that CONSTRUCTION MANAGER 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 shall be under no

obligation to grant additional time for the cure of an Event of Default under this subsection 5.2.2(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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall include, but shall not be limited to the following: (i) CONSTRUCTION MANAGER's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSTRUCTION MANAGER'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) CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER, whether voluntary of involuntary; (v) CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER relating to this Agreement is false, misleading or erroneous in any material respect.

5.2.3 CITY shall cure any Event of Default asserted by CONSTRUCTION MANAGER within forty-five (45) calendar days of CONSTRUCTION MANAGER'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.

5.2.4 CITY, in its sole and absolute discretion, may also immediately suspend CONSTRUCTION MANAGER's performance under this Agreement pending CONSTRUCTION MANAGER's cure of any Event of Default by giving CONSTRUCTION MANAGER written notice of CITY's intent to suspend CONSTRUCTION MANAGER'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, CONSTRUCTION MANAGER shall be compensated only for those services and tasks which have been rendered by CONSTRUCTION MANAGER 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

5.2.5 No waiver of any Event of Default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.2.6 The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall 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 CONSTRUCTION MANAGER, the CITY may immediately terminate this Agreement in whole or in part;
(ii) Upon written notice to CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER's breach of the Agreement or to terminate the Agreement; or
(iv) The CITY may exercise any other available and lawful right or remedy.

CONSTRUCTION MANAGER shall 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.

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 ABANDONMENT OF WORK: In the event CONSTRUCTION MANAGER ceases to perform the services and tasks contemplated under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement r, CONSTRUCTION MANAGER shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSTRUCTION MANAGER in the performance of this Agreement, including those documents referenced under subsection 1.6.1 (Ownership of Documents Prepared for Project). Furthermore, CONSTRUCTION MANAGER shall 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 CONSTRUCTION MANAGER's cessation or abandonment. This Section shall survive the expiration or termination of this Agreement.

6.2 ASSIGNMENT: The skills, training, knowledge and experience of CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER or on behalf of CONSTRUCTION MANAGER in the performance of this Agreement. In recognition of this interest, CONSTRUCTION MANAGER agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSTRUCTION MANAGER'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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

6.3 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSTRUCTION MANAGER or under CONSTRUCTION MANAGER's strict supervision. CONSTRUCTION MANAGER will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSTRUCTION MANAGER on an independent contractor basis and not as an employee. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER are not employees of CITY and shall at all times

be under CONSTRUCTION MANAGER's exclusive direction and control. CONSTRUCTION MANAGER shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSTRUCTION MANAGER shall 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.

6.4 COMPLIANCE WITH LAWS: CONSTRUCTION MANAGER further agrees to keep itself informed of and in compliance with all other applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSTRUCTION MANAGER's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

6.5 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: In the performance of this Agreement, CONSTRUCTION MANAGER shall not discriminate against any employee, subcontractor, subconsultants, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition. CONSTRUCTION MANAGER shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

6.6 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSTRUCTION MANAGER and all persons retained or employed by CONSTRUCTION MANAGER are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSTRUCTION MANAGER shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants.

6.7 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSTRUCTION MANAGER or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSTRUCTION MANAGER without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSTRUCTION MANAGER shall 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.

6.8 FALSE CLAIMS ACT: CONSTRUCTION MANAGER warrants and represents that neither CONSTRUCTION MANAGER nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSTRUCTION MANAGER 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.

6.9 NOTICES: All notices permitted or required under this Agreement shall 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:

CONSTRUCTION MANAGER:
[Company Name]
[Address]
[City, State, Zip Code]
Attn: _____
Phone: (____) ____-_____

CITY:
City of El Monte
Public Works Department
11333 Valley Boulevard
El Monte, CA 91731
Attn: Public Works Director
Phone: (626) 580-2073

Such notices shall 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.

6.10 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.11 SUBCONTRACTING: CONSTRUCTION MANAGER shall 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, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.12 CITY'S RIGHT TO EMPLOY OTHER CONSTRUCTION MANAGERS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSTRUCTION MANAGER.

6.13 PROHIBITED INTERESTS: CONSTRUCTION MANAGER warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSTRUCTION MANAGER, to solicit or secure this Agreement. Further, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, 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 shall 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, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.14 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.15 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall 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, shall be in the Central District of California located in the CITY of Los Angeles, California.

6.16 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to recover from the losing Party reasonable attorneys' fees and all other costs associated with pursuing such action.

6.17 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.18 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.

6.19 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.20 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.21 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall 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 shall be void and invalid.

6.22 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.

6.23 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of any exhibits attached hereto, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

6.24 ENTIRE AGREEMENT: This Agreement including all attached exhibits is 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, or entered into between CITY and CONSTRUCTION MANAGER prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.21, above.

6.25 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.21, above. One fully executed original counterpart shall be delivered to CONSTRUCTION MANAGER and the remaining two original counterparts shall be retained by CITY.

[SIGNATURE PAGE TO FOLLOW]

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:

By:_____
Alma K. Martinez
City Manager

Date:_____

[COMPANY NAME]:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT "A"
CITY SCOPE OF WORK

EXHIBIT "B"
CONSTRUCTION MANAGER PROPOSAL SCOPE OF WORK

EXHIBIT "C"
APPROVED BUDGET

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

ATTACHMENT 2

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ELLIOTT AVENUE AND FERN STREET CLASS III BIKE ROUTES AND DURFEE AVENUE AND VALLEY BOULEVARD CLASS II BIKE LANES PROJECT CIP NO. 031

CONSULTANT RANKING

Consultants	Rank
LAE Associates, Inc.	**1**
Berg and Associates	**2**
Southstar	**3**
KOA	**4**
NV5	**5**
Wallace and Associates	**6**
ERSC	**7**
GK & Associates	**8**
Quantum	**9**

2020
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
(Name of Construction Manager: LAE Associates, Inc.)
(Name of Project: Construction Management & Inspection Services for Elliot Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project, CIP No. 031)

THIS CONSTRUCTION MANAGEMENT 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 LAE ASSOCIATES, INC. (hereinafter, "CONSTRUCTION MANAGER"). For the purposes of this Agreement, CITY and CONSTRUCTION MANAGER may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSTRUCTION MANAGER interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires the performance of professional construction management, inspection, materials test and labor compliance services for the CITY's pending Elliot Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project, CIP No. 031 (hereinafter, the "Project"); and

WHEREAS, CITY has deemed LAE Associates, Inc. and its proposal offer the optimal balance of experience, expertise and price to perform the work contemplated under this Agreement; 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 CONSTRUCTION MANAGER agree as follows:

I.
GENERAL PROVISIONS

1.1 ENGAGEMENT OF CONSTRUCTION MANAGER: CITY retains CONSTRUCTION MANAGER to perform, and CONSTRUCTION MANAGER agrees to provide to and perform for CITY, for consideration and upon the terms and conditions set forth below, construction management services specified in this

Agreement. The CONSTRUCTION MANAGER agrees to perform such services as expeditiously as possible and consistent with professional skill and care and the orderly progress of the specific project for which CONSTRUCTION MANAGER is providing services. All services performed by CONSTRUCTION MANAGER under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by CONSTRUCTION MANAGER in the same discipline, on similar projects in California and with similar complexity, who are specially qualified to provide the services required by CITY and other municipalities; and all such services shall be conducted in conformity with, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, and the Americans with Disabilities Act ("ADA"). CONSTRUCTION MANAGER shall be responsible for the completeness and accuracy of its work product. The CONSTRUCTION MANAGEMENT services shall be provided as required by this Agreement.

1.2 CONSTRUCTION MANAGER'S BASIC SERVICES: "Basic Services" shall mean the various tasks, services, duties and responsibilities of CONSTRUCTION MANAGER set forth under:

A. That certain request for proposals of the CITY entitled **"Request for Proposals for Professional Construction Management and Inspection Services for the Construction of Elliot Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project, CIP No. 031"** issued on May 7, 2020 (the "CITY RFP") (The CITY RFP is attached and incorporated hereto as **Exhibit "A"**); and

B. That certain written proposal of CONSTRUCTION MANAGER entitled **"Proposal to Provide Professional Construction Management and Inspection Services"** dated June 1, 2020 (the "CONSTRUCTION MANAGER Proposal") (The Construction Manager Proposal is attached and incorporated hereto as **Exhibit "B"**).

For purposes of this Agreement the capitalized term "Scope of Work" shall be a collective reference to the CITY Scope of Work and the CONSTRUCTION MANAGER Proposal Scope of Work. In the event of any conflict or inconsistency between the provisions of the CITY Scope of Work and the CONSTRUCTION MANAGER Proposal Scope of Work, the provisions of the CITY Scope of Work shall govern and control but only to the extent of the conflict or inconsistency and no further.

CONSTRUCTION MANAGER's personnel and the specific roles, authority and responsibility of the CONSTRUCTION MANAGER's personnel are subject to the reasonable approval of the CITY. CONSTRUCTION MANAGER will prepare an initial staffing plan. The CONSTRUCTION MANAGER shall designate a Project Director who shall be reasonably satisfactory to the CITY and who shall have the overall responsibility for performance of CONSTRUCTION MANAGER's obligations hereunder and be authorized to act on behalf of the CONSTRUCTION MANAGER in discharge of CONSTRUCTION MANAGER's

services hereunder.

1.2.1 Construction Management: As more specifically described in the Scope of Work, CONSTRUCTION MANAGER shall provide services during the pre-bid, construction administration and close-out phases for the Project. CONSTRUCTION MANAGER's Basic Services will also include management, and coordination of all design and specialty consultants, contractors, vendors, and suppliers' work rendered in connection with the construction of the Project, including coordination of the planning and execution of the project with the City Public Works Director, the City Engineer and the City's Chief Building Official.

1.2.2 Limitations on CONSTRUCTION MANAGER's Authority: In addition to any other restrictions set forth under this Agreement, CONSTRUCTION MANAGER shall not have authority to: (i) issue change orders or otherwise amend the terms of any public works construction contract for the Project; (ii) issue notices of completion; (iii) issue or execute contracts which purport to bind the CITY to the terms and conditions of the contract; and/or (iv) approve payment requests. In the event of any conflict or inconsistency between the provisions of this Section 1.2.2 and the provisions of any other part of this Agreement, including the Scope of Work, the provisions of this Section 1.2.2 shall govern and control. CONSTRUCTION MANAGER and all persons retained or employed by CONSTRUCTION MANAGER shall 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 CONSTRUCTION MANAGER under this Agreement or is otherwise expressly conferred to the CONSTRUCTION MANAGER in writing signed by the CITY Representatives.

1.2.3 Project Status Reports/Plans: CONSTRUCTION MANAGER shall prepare status reports on a monthly basis for the Project.

1.2.4 Cost Control: CONSTRUCTION MANAGER shall implement a cost control system to assist the CITY in the management of Project construction costs. Such cost control reporting shall include the following: (i) monthly reporting on the status of expenditures and projections of Project construction costs through final completion of the Project; (ii) explanations for major deviations from CONSTRUCTION MANAGER's previous monthly report; and (iii) recommendations to the CITY as to ways to reduce construction costs so as to meet the requirements of a Project's construction budget.

1.2.5 Cash Flow Projections: CONSTRUCTION MANAGER shall prepare quarterly updates of cash flow projections incorporating the projected cash expenditures to cover anticipated Project construction costs, segregating according to expenditures for design costs, construction costs, specialty consultant costs and other expenses in such categories as requested by

the CITY.

1.2.6 Review of Project Schedules: CONSTRUCTION MANAGER shall review monthly updates of the Project construction schedule for conformity with the approved baseline schedule. CONSTRUCTION MANAGER shall supervise the performance of Design Professionals, Contractors and specialty consultants in order to achieve adherence to the Project construction Schedules.

1.2.7 Files: CONSTRUCTION MANAGER shall maintain Project files, including, without limitation, all documents generated by Project team members and Inspectors of Record.

1.2.8 Key Personnel: CONSTRUCTION MANAGER's personnel to be assigned to a Project will be set forth in a Basic Services staffing plan. Such persons shall not be removed or replaced from the Project without the written consent of the CITY, provided that such persons remain in the CONSTRUCTION MANAGER's employ. The CITY shall have the right to request removal of key personnel and approve replacements in its reasonable discretion. The foregoing notwithstanding, if any of CONSTRUCTION MANAGER's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSTRUCTION MANAGER, a threat to persons or property, or if any of CONSTRUCTION MANAGER's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the services contemplated under this Agreement in compliance with terms and conditions of this Agreement or fails or refuses to perform said services in a manner that is acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultants shall be promptly removed by CONSTRUCTION MANAGER and shall not be reassigned to perform any of the Work.

1.2.9 Design Documents: CONSTRUCTION MANAGER shall review in-progress design documents in an effort to assure compliance with the approved Project schedules. Major issues affecting the planning, programming or design progress shall be identified, monitored and reported by CONSTRUCTION MANAGER to the CITY on a regular basis. CONSTRUCTION MANAGER shall hold regular meetings with Project team members to make sure that responsibility as to reported issues is assigned for resolution along with a date for resolution. CONSTRUCTION MANAGER shall ensure that minutes of these meetings are prepared, which minutes shall include the status of major issues discussed, and distribute the minutes to attendees.

1.2.10 Permitting: Working with Design Professionals, CONSTRUCTION MANAGER shall: (i) identify permits, easements or approvals required of

reviewing agencies for the Project improvements; (ii) assist the CITY and Design Professionals in assembling the necessary documents for obtaining permits, easements, and approvals; (iii) schedule and monitor the periods of time set aside for obtaining permits and approvals; (iv) report to the CITY any delays which are observed in obtaining permits, easements, and approvals and recommend recovery plans; (v) facilitate the inspection process of reviewing agencies; and (vi) as and when requested, attend meetings necessary to secure permits, easements or approvals of reviewing agencies.

1.2.11 Pre-Bid: CONSTRUCTION MANAGER shall: (i) assist the CITY with preparation of bid package; (ii) conduct, in conjunction with the CITY, Design Consultants and other appropriate specialty consultants, a pre-bid meeting with potential bidders to identify questions and problems that may arise during the bidding process; (iii) prepare the agenda for and conduct the pre-bid meeting; (iv) conduct the pre-bid job walk; (v) assist in answering bidders' questions, with assistance from the CITY and Design Professionals; and (vi) assist in the preparation of any addenda which may be issued as a result of bidder questions.

1.2.12 Bidding: CONSTRUCTION MANAGER shall assist the CITY in evaluating bids and responding to bid protests or other legal challenges to the bidding or other procurement process.

1.2.13 Building Program Changes: If the bid of the lowest responsible bidder received exceeds the approved Project construction budget, CONSTRUCTION MANAGER shall, if requested, propose such programmatic or other changes in the scope or the quality of the Project or design documents, or both, as would reduce the construction costs to a level consistent with the approved Project construction budget.

1.2.14 Pre-Construction Conference: CONSTRUCTION MANAGER shall prepare the pre-construction conference agenda, hand-out materials, invite the attendees, conduct the meeting and prepare/distribute meeting minutes.

1.2.15 Payments: CONSTRUCTION MANAGER shall: (i) review all invoices and required lien or stop notice payment releases submitted by Contractors, Design Professionals and other Project team members for completeness and to confirm (based on, where appropriate, inspection of the design documents and work) that the portions of the work for which payment is being requested have been produced in accordance with the design and construction Project team member's governing contract; (ii) determine and, if requested by the CITY, certify in writing that the amount and terms of the payment are in accordance with such governing contract; (iii) within thirty (30) days (or such other period of time, longer or shorter, as may be required by law or the terms of the design and construction Project team member's applicable contract) after receipt by the CONSTRUCTION MANAGER, return any invoice found to be incomplete or deficient to the design and construction Project team member in question along with a

detailed explanation of the reason for rejection; (iv) prepare the necessary progress payment spreadsheets to track the expenses; (v) make recommendations when circumstances warrant issuance of payments jointly to subcontractors and contractors; and (vi) forward invoices which CONSTRUCTION MANAGER recommends and approves for payment to the CITY Representative(s), bearing a statement and signature confirming that it is "recommended for payment" by CONSTRUCTION MANAGER.

1.2.16 Construction Representatives: CONSTRUCTION MANAGER shall provide a competent representative or representatives, as appropriate and acceptable to the CITY, who shall be present at the Project site to do the following: (i) provide administration of the Contract Documents and as required by this Agreement; and (ii) act as the conduit of communication between the Contractor and the CITY, Design Professional and other Project team members. CONSTRUCTION MANAGER hereby designates Fred Alamolhoda, PE, President, to act as its representative for the performance of this Agreement (hereinafter, "CM Representative"). The CM Representative shall have full authority to represent and act on behalf of the CONSTRUCTION MANAGER for all purposes under this Agreement. CM Representative or his designee shall supervise and direct the performance of the services and tasks contemplated under this Agreement, using his best skill and attention, and shall 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 CM Representative shall constitute notice to CONSTRUCTION MANAGER.

1.2.17 CITY's Representatives: The CITY hereby designates Braden Yu, Public Works and Utilities Director (hereinafter, the "CITY Representatives") to act as its representative for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSTRUCTION MANAGER shall not accept directions or orders from any person other than the CITY Representative or her designee.

1.2.18 Construction Administration: With the assistance of the Design Professional, CONSTRUCTION MANAGER shall administer the construction contract in accordance with the terms and conditions of the construction contract and provide management, administrative and related services required to coordinate the work of the Contractor, Design Professionals and other Construction Project team members.

1.2.19 Project Records: Throughout the Project, CONSTRUCTION MANAGER shall ensure that Project records and logs are recorded, prepared and maintained, as appropriate, concerning meeting minutes, Contract Documents, bulletins, submittals, requests for information or clarification, change orders, field directives, change order requests, schedules, schedule updates, time extension requests, claims, correspondence, compliance certification and other related documents, including revisions

and amendments thereto.

1.2.20 Change Orders, Field Orders: Subject to section 1.2.2., above, when additions, changes or deletions in the work become necessary, CONSTRUCTION MANAGER shall: (i) assemble all back up documentation to substantiate the cost and scope of the proposed change order or field order; (ii) transmit the same to the Contractor for response or execution; (iii) as requested by CITY, validate Contractor's estimates and/or prepare independent estimates of change order requests, field orders and proposed change orders; (iv) upon receipt of Contractor's cost/time proposal, review it for entitlement, evaluate Contractor's pricing and/or schedule impact request, and schedule meetings for review, negotiation and settlement of the proposed change orders; (v) negotiate the change orders with Contractor; (vi) set forth and substantiate in the change order documents CONSTRUCTION MANAGER's recommendations to the CITY as to the acceptability of the Contractor's proposals; (vii) upon final approval by the CITY, forward change order for processing and prepare and distribute a change order and field order report including all approved change orders and field orders by number, brief descriptions of the work and the cost/time established; and (viii) verify that the change order and field order work and any adjustments of time have been incorporated into the Project schedule and Contractor's schedules for performance. CONSTRUCTION MANAGER shall collect Contractor's time and material sheets at the end of each day for labor, materials and equipment used to perform change order work.

1.2.21 Submittals: CONSTRUCTION MANAGER shall oversee expediting the processing and approval of Contractor's submittals and track progress of timely review and approval of submittals.

1.2.22 Submittal Schedule: CONSTRUCTION MANAGER shall: (i) monitor submittal submission for compliance with the submittal schedule; (ii) report on deviations from Contractor's submittal schedule caused by delays in submittals; and (iii) develop recovery plans if submittals or approval should threaten to delay substantial or final completion of the Project.

1.2.23 Equipment, Furnishings: With appropriate input from the CITY, CONSTRUCTION MANAGER shall coordinate and with the construction schedule the purchase, fabrication and delivery of all furniture, furnishings and equipment purchased by the CITY for the Project, as well as of any other materials, systems or equipment purchased directly by CITY for the Project.

1.2.24 Schedule of Values: CONSTRUCTION MANAGER shall: (i) review Contractor's schedule of values; (ii) compare payment requests in relation to Contractor's schedule of values for each major component of construction; and (iii) make recommendations for any necessary adjustments based on CONSTRUCTION MANAGER's evaluation of the reasonableness of trade line item costs and the status of buyout of such

trade line items.

1.2.25 Construction Schedule and Updates: CONSTRUCTION MANGER shall, on a monthly basis: (i) receive, review, analyze and comment to CITY on the as-built progress of the Project as compared to the Project Schedule; (ii) check that the schedule of performance is prepared according to the Contract Document requirements and that the completion dates comply with the Contract Documents; (iii) conduct meetings as necessary in an effort to conform the schedule of performance to the Contract Documents and approve or reject proposed changes to the schedule; (iv) once finalized and approved, monitor and request three-week look-ahead updates of the schedule; (v) report to CITY on deviations in as-built progress from such schedule that could jeopardize the scheduled dates for substantial completion, final completion, occupancy or other milestones relative to the Project; (vi) work with Contractor to develop recovery plans if schedule slippage occurs; (vii) recommend necessary actions to the CITY should the Contractor fail to correct schedule variances; (viii) prepare a report summarizing Contractor's progress, the percentage complete for each construction activity indicated and any recommendations concerning alternative actions needed to achieve compliance by Contractor with the schedule approved by CONSTRUCTION MANAGER; and (ix) and, if requested, review and make a recommendation to CITY regarding a written request from Contractor for a time extension.

1.2.26 Construction Costs: CONSTRUCTION MANAGER will monitor the construction costs and advise the CITY of the financial condition of the Project by: (a) Development of Project cash flow reports, forecasts and other financial reports to the CITY, including those reflecting variations between actual construction costs and the construction costs budget and estimated costs of unperformed Project activities; (b) Maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit cost basis and additional work performed by the Contractor on a time and materials basis; (c) Monitor and advise the CITY of costs pertaining to potential, pending and completed changes to the construction contract; and (d) Advising and making recommendations to the CITY for adjustments to the construction cost budget relative to actual or anticipated construction cost.

1.2.27 Applications for Progress Payments: CONSTRUCTION MANAGER will participate in the review and disbursement of Progress Payments to the Contractor and in consultation with the CITY, the Inspector of Record, the Program Manager and Design Professional, make recommendations for the disbursement of Progress Payments to the Contractor as follows: (a) CONSTRUCTION MANAGER will assist in the development of procedures for submittal, review, processing and disbursement of Progress Payments to Contractor, along with associated forms and reporting systems; (b) Based upon CONSTRUCTION MANAGER's observations and evaluations of each Application for Progress Payment,

CONSTRUCTION MANAGER will review and certify to the CITY the amount due on each such Application for Progress Payment; CONSTRUCTION MANAGER's certifications constitute a representation to the CITY that, based on CONSTRUCTION MANAGER's observations at the Project site, the data in each Application for Progress Payment, and to the best of CONSTRUCTION MANAGER's knowledge, information and belief, the work has progressed to the point indicated in the Application for Progress Payment, and the quality of the work is in generally in accordance with the Contract Documents for the construction contract; and (c) CONSTRUCTION MANAGER's representations relative to Applications for Progress Payment are subject to an evaluation of the work for conformity with the Contract Documents for the construction contract(s) upon substantial completion, results of subsequent tests and procedures, minor deviations from the Contract Documents correctable prior to completion and any specific qualifications expressed by CONSTRUCTION MANAGER in its certification. CONSTRUCTION MANAGER's issuance of a Certificate pursuant to the preceding shall be a representation that the Contractor(s) is/are entitled to payment in the amount so certified and that all applicable lien releases have been submitted by the Contractor.

1.2.28 Staffing: CONSTRUCTION MANAGER shall (i) evaluate monthly, at a minimum, the adequacy of Contractor's staffing of the Project and the availability of materials and equipment needed to meet approved schedules; (ii) recommend courses of action when the approved schedule is not being met; and (iii) prepare any directives which require any Contractor or other Design Professional and construction Project team member to increase personnel, work hours or efforts to expedite delivery of materials, which become necessary due to delay.

1.2.29 Monthly Progress Reports: CONSTRUCTION MANAGER shall, for the duration of construction of each Project, prepare a monthly progress report which shall include, without limitation, an executive summary, financial information (such as but not limited to budget vs. actual (forecast to complete) cost information), cash flow projections, and field order summary status reports, submittal status reports, status of requests for information, a narrative of the work progress and major tasks completed, key progress photos, claims identification and status, schedule update, identification of major problems encountered along with corrective action taken or recommended. Said monthly reports shall be made available to the CITY in an electronic format.

1.2.30 Defective Work: Based upon CONSTRUCTION MANAGER's site observations, CONSTRUCTION MANAGER shall, in accordance with CONSTRUCTION MANAGER's standard of care, endeavor to guard the CITY against defects and deficiencies in construction and workmanship on the basis of its site observations and to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, regulations, ordinances or rules in the

performance of the construction contracts; and (c) and the requirements of the construction contracts. Whenever in the ordinary course of discharging its services hereunder the CONSTRUCTION MANAGER shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, the CONSTRUCTION MANAGER shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the CITY in writing. In other circumstances where defective or deficient Work is observed by the CONSTRUCTION MANAGER, the CITY shall be notified in writing of such conditions and if directed by the CITY, the CONSTRUCTION MANAGER shall stop or reject such Work. The CONSTRUCTION MANAGER's responsibilities hereunder shall be limited to defective or deficient work of an apparent or patent nature.

1.2.31 Testing, Disposals: CONSTRUCTION MANAGER shall monitor Contractor's coordination of services of independent testing laboratories and formal inspections by review agencies and Design Professionals for in-place work; receive and file written reports; review reports for necessary corrective action; and monitor corrective action to ensure that such work is consistent with the Contract Documents.

1.2.32 Claims: CONSTRUCTION MANAGER shall assist CITY with: (i) the analysis of any claims related to the Project; (ii) maintain Project records and documents to support this effort; (iii) after consultation with the CITY, work to discuss and resolve any outstanding claims with the party(ies) asserting same; and (iv) work with the CITY in negotiating settlement of and preparing final settlement documents for settlement of claims, as required and approved by CITY; provided that any services provided by CONSTRUCTION MANAGER for a new claim submitted by a Contractor after sixty (60) days of CITY's acceptance of the Project shall be considered Additional Services.

1.2.33 Inspection: CONSTRUCTION MANAGER shall, jointly with the Inspector of Record and Design Professionals: (i) conduct a thorough inspection of the work of the Project; (ii) prepare detailed punch-lists for issuance to Contractor; (iii) verify and document completion of punch-list activities in determining substantial and final completion of the Project; and (iv) notify Contractors of substantial completion, final completion and acceptance of the Project.

1.2.34 Substantial Completion: When the CONSTRUCTION MANAGER considers the Contractor's work for a Project, or a portion thereof designated for early occupancy, to be substantially complete, the CONSTRUCTION MANAGER shall initiate the appropriate steps to obtain required occupancy permit and to confirm that the conditions to substantial completion have been accomplished.

1.2.35 Punch Lists: Following substantial completion of the Work, or upon designation of a portion of the Work for early occupancy, the CONSTRUCTION MANAGER shall ensure: (i) reparation of a punch-list of minor and corrective items to be completed; (ii) distribution of the punch-list to the Contractor for action; and (iii) confirmation that all punch-list items have been completed in accordance with the Contract Documents prior to Final Completion.

1.2.36 Operational Testing: CONSTRUCTION MANAGER shall ensure that the following is performed: (i) final testing of utilities, operational systems and equipment for readiness; (ii) start-up and testing of all systems and equipment; (iii) start-up and training sessions; and (iv) documenting the occurrences thereof for close-out of the construction contracts.

1.2.37 Move In, Occupancy: CONSTRUCTION MANAGER shall assist the CITY to: (i) develop occupancy schedules; (ii) develop and implement transition and move-in schedules and plans; (iii) assist CITY and Contractor in obtaining all certificates of occupancy required for occupancy of the Project (or portions thereof designated for early occupancy); and (iv) assist CITY in taking beneficial occupancy (whether occurring prior to, at or after substantial completion).

1.2.38 Final Payment to the Contractors: Upon Final Completion of the Project, CONSTRUCTION MANAGER shall: (i) receive, review and recommend for payment Contractor's final application for payment requesting release of retention; (ii) confirm that all Record Documents required by the Contract Documents have been received; (iii) if any of the items required to be submitted by any design and construction Project team member have not been submitted, obtain completed items from the appropriate parties; (iv) notify the CITY of any items required for Final Completion that have not been submitted and of what actions CONSTRUCTION MANAGER is taking, or recommends, to obtain such items; (v) do not recommend for payment Contractor's final application for payment until all punch-list items have been completed and all documents required to be submitted by Contractor under the Contract Documents have been received; and (vi) work to resolve any outstanding payment issues, claims or other disputes.

1.2.39 Close-Out Documents: CONSTRUCTION MANAGER shall: (i) review and confirm the completeness and accuracy of the As-Builts/Record Drawings prepared by Contractor and, if significant discrepancies are noted, notify CITY and Program Manager of same and perform such follow-up as may be necessary to assure that corrections are made; and (ii) obtain and transmit warranties, keys, manuals, As-Builts and maintenance stocks as required by the Contract Documents.

1.2.40 Audit: CONSTRUCTION MANAGER shall assist CITY in requesting, conducting and summarizing the results of cost reviews of Contractor's books and records that may be requested by CITY or the independent

auditor of the CITY in connection with the review of the Contractor's applications for payment, change orders, field orders or claims; and report to CITY at once if it determines that any request or claim by Contractor contains any statement that is false or materially misleading; and assist in investigating any allegations that Contractor has submitted a false claim in violation of Government Code §§12650, et seq.

1.2.41 Independent Reviews: A Project may be subject to independent reviews conducted by a CITY Consultant. CONSTRUCTION MANAGER shall cooperate with all such reviews by CITY Consultant.

1.2.42 Certification by CONSTRUCTION MANAGER: CONSTRUCTION MANAGER certifies that it: (i) is properly qualified under the laws and regulations of the State of California to provide the professional Basic Services that it has herein agreed to perform; (ii) is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code; (ii) it will comply with those provisions before commencing the performance of the services of this Agreement; (iv) is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since CONSTRUCTION MANAGER is performing services as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars ($1,000) or more, CONSTRUCTION MANAGER agrees to fully comply with and to require its consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

1.2.43 Additional Services: Additional services require pre-authorization in writing by CITY. When Additional Services are authorized, they shall be provided by CONSTRUCTION MANAGER and shall be paid in the same manner as applicable to Basic Services as set forth under Article II of this Agreement. The following services are not covered by this subsection, CONSTRUCTION MANAGER's Basic Services, of this Agreement and are to be considered Additional Services:

(i) Services for repairs of damages to a Project unless caused, in whole or in part, by CONSTRUCTION MANAGER's negligence or intentional acts;
(ii) Additional services caused by the delinquency or insolvency of Contractor; and
(iii) When directed by CITY in writing, (a) the employment of special consultants, (b) the preparation of special delineations and models.

1.3 PROJECT SCHEDULE:

1.3.1 Time for Completion: Time is of the essence and failure of CONSTRUCTION MANAGER to perform services on time as specified in

this Agreement, is a material breach of this Agreement. It shall not be a material breach if a delay is reasonably unforeseeable and beyond CONSTRUCTION MANAGER's reasonable control.

1.3.2 The completion times set forth herein are binding, unless extended in writing by CITY.

1.3.3 Delays: Except as otherwise provided herein, any time during which CONSTRUCTION MANAGER is delayed by acts of negligence of CITY or its employees or those in a direct contractual relationship with CITY or by Force Majeure Circumstances which delays were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of CONSTRUCTION MANAGER, is included in the amount of CONSTRUCTION MANAGER compensation in Article II. CITY shall not be liable for the damages to CONSTRUCTION MANAGER on account of such delays.

1.3.4 Notice of Delay: CONSTRUCTION MANAGER shall, immediately upon ascertainment, notify CITY of any delay in: (i) the preparation and/or production of any of CONSTRUCTION MANAGER's documents hereunder, (ii) CONSTRUCTION MANAGER's services, or (iii) connection with any matter attended to by CONSTRUCTION MANAGER or with which CONSTRUCTION MANAGER is familiar (whether or not as the result of an act or omission of another) which would affect or delay the Project or the Project Schedule. CONSTRUCTION MANAGER shall consult and advise CITY in connection with any such delay in its effect on the Project Schedule and shall take such action on CITY's behalf as CITY may request in accordance with the terms and conditions of this Agreement.

1.3.5 Specific Response Time: CITY may, in its sole discretion, establish a reasonable response time standard for CONSTRUCTION MANAGER's performance of services: e.g., review and approval of shop drawings, preparation of change orders and field orders, interpretation of Contract Documents, or review of requests to substitute materials. These specific response times shall be considered to be reasonable and CONSTRUCTION MANAGER will not exceed them unless, at the time of the action which necessitates a response, CONSTRUCTION MANAGER indicates that a longer response time is necessary and gives a written explanation of the reasons why an extended response time will be needed. Any extension of the response time must be approved by CITY. Insufficiency of personnel shall not be an adequate excuse for delay by CONSTRUCTION MANAGER or CONSTRUCTION MANAGER's Consultants.

1.4 PROSECUTION OF WORK: The Parties agrees as follows:

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 to

CONSTRUCTION MANAGER. CONSTRUCTION MANAGER shall complete the various tasks identified in the Scope of Work, defined above, and shall complete all services and tasks contemplated under this Agreement no later than the earlier of the following: (i) sixty (60) calendar days following the date upon which the City Council has accepted the Project as complete and has authorized the recordation of a final Notice of Acceptance for all of the Project Work; (ii) December 31, 2020 (the "Completion Date").

B. CONSTRUCTION MANAGER shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSTRUCTION MANAGER shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSTRUCTION MANAGER shall not claim or be entitled to receive any compensation or damage because of the failure of CONSTRUCTION MANAGER, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSTRUCTION MANAGER shall at all times enforce strict discipline and good order among CONSTRUCTION MANAGER's employees; and

E. CONSTRUCTION MANAGER, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.5 DEFINITIONS: For purposes of this Agreement the following terms shall have the meaning provided in this Section below:

1.5.1 Additional Services: "Additional Services" shall mean those services in addition to CONSTRUCTION MANAGER's Basic Services that are provided by CONSTRUCTION MANAGER and authorized in writing by CITY and/or assigned and authorized by the CITY MANAGER, the Public Works Director or the City Engineer.

1.5.2 As-Built/Record Drawings: "As-Built/Record Drawings" shall mean the final set of drawings prepared by CONSTRUCTION MANAGER that incorporates all changes from all Record Drawings, sketches, details, and clarifications.

1.5.3 Bid: "Bid" shall mean the written proposal submitted to CITY by a construction contractor in accordance with the Bid Set for the construction of the Project

1.5.4 Bid Set: "Bid Set" shall mean the plans, drawings, and specifications at the end of the Construction Document Phase that DSA has approved and that CITY can use to go out to bid for construction of the Project.

1.5.5 Bidder: "Bidder" shall mean the person or entity submitting a Bid.

1.5.6 Budgeted Construction Cost: "Budgeted Construction Cost" shall mean CITY's estimated total cost for construction determined at CITY's discretion, excluding CONSTRUCTION MANAGER's fee and excluding the cost of services and materials furnished by CITY.

1.5.7 CONSTRUCTION MANAGER's Consultants: "CONSTRUCTION MANAGER's Consultants" shall mean persons properly skilled and licensed as required employed at CONSTRUCTION MANAGER's sole expense.

1.5.8 Contract Documents: "Contract Documents" shall mean those documents that are required for the actual construction of a Project, including but not limited to the agreement between CITY and Contractor (defined below); complete working drawings and specifications setting forth in detail the work necessary for constructing the Project to be done and the materials, workmanship, finishes and equipment required for construction of structural, mechanical, electrical systems and utility service-connected equipment and site work, including but not limited to the "Construction Documents" as used in this Agreement.

1.5.9 Contractor: "Contractor" shall mean the general contractor, contractors, or specialty contractor(s) ultimately selected to perform work on a Project or any replacement(s).

1.5.10 Design Professional: "Design Professional" shall mean the architect or engineer of record for a Project.

1.5.11 Estimated Project Construction Cost: "Estimated Project Construction Cost" shall mean the estimate, including the "Major Categories of Work" of the projected construction cost representative of the documents and specifications prepared under the direction of the CONSTRUCTION MANAGER with respect to each phase document development.

1.5.12 Force Majeure Circumstances: Unavoidable circumstances beyond the control of the CONSTRUCTION MANAGER, INCLUDING, but not limited to Acts of God, strikes, lockouts, labor disputes, inability to obtain labor or materials or reasonable substitutes therefore, emergency governmental restrictions, regulations and controls, judicial orders, enemy or hostile governmental action, civil commotion, fine or other casualty that interferes with CONSTRUCTION MANAGER's ability to complete its services or complying with its obligations under this Agreement.

1.5.13 Inspector of Record: "Inspector of Record" or "IOR" shall mean a certified Inspector and specialty inspector, approved by the CITY. The IOR is tasked to act in an on-site capacity and to conduct filed inspections of the Project during construction.

1.5.14 Project Budget: "Project Budget" shall mean the latest Estimated Project

Construction Cost, including hard and soft cost as approved by CITY.

1.5.15 Project Schedule: "Project Schedule" shall mean the entire series of events necessary to design and construct a Project and encompasses the CONSTRUCTION MANAGER's, Contractor's and other consultant's work.

1.5.16 Revised Agreed Cost Estimate: "Revised Agreed Cost Estimate" includes an estimate of the cost of all work shown on the final working drawings and specifications from the Construction Document Phase.

1.6 MISCELLANEOUS TERMS AND CONDITIONS:

1.6.1 Ownership of Documents Prepared for Project:

(i) License: This Agreement creates a nonexclusive and perpetual license for CITY to use, at its discretion, all plans, specifications, original, or reproducible transparencies of working drawings and master plans, preliminary sketches, and all other documents prepared by CONSTRUCTION MANAGER pursuant to this Agreement.

(ii) Termination: Following the termination of CONSTRUCTION MANAGER's services, for any reason, as provided under Article IV (Termination), below, or abandonment of all or a portion of the Project, CITY may utilize the completed drawings, specifications, estimates, and other completed construction documents prepared under this Agreement by CONSTRUCTION MANAGER as it sees fit. CONSTRUCTION MANAGER shall deliver to CITY the following documents upon CITY's written request: (a) One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format; and (b) All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by CONSTRUCTION MANAGER under this Agreement.

(iii) After completion of a Project, CONSTRUCTION MANAGER shall not permit reproductions to be made of any CITY owned documents without the approval of CITY and shall refer all requests by other persons to CITY.

(iv) CONSTRUCTION MANAGER shall not use the drawings or plans produced for CITY on any other project without CITY's prior written consent or work product. CONSTRUCTION MANAGER shall defend and indemnify CITY from any claim that such documents infringe the copyright or trade secrets of another.

1.6.2 Reuse of Documents Prepared for a Project: CITY as the sole owner of all

documents prepared for a Project, reserves the right to reuse all or part of those documents at its sole discretion for the construction of all or part of another project constructed for CITY. Notwithstanding the fact that CONSTRUCTION MANAGER prepared may have prepared these documents or work product, in the event the documents are reused, CITY shall not be bound by this Agreement to employ the services of CONSTRUCTION MANAGER.

1.6.3 Standardized Manufactured Items: CONSTRUCTION MANAGER shall consult and cooperate with CITY's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish hardware, plumbing fixtures and equipment, roofing materials, and floor covering shall be standardized to CITY's criteria so long as those criteria do not seriously interfere with building design and/or governing codes.

1.6.4 Audit/Inspection of Records: CONSTRUCTION MANAGER shall keep and maintain all documents and complete records prepared by or furnished to CONSTRUCTION MANAGER during the course of performing the Basic Services on the Project for at least ten (10) years following completion of the Project. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under this Agreement, and invoices, payrolls, timecards, reimbursement requests and records and all other data related to matters covered by this Agreement. CONSTRUCTION MANAGER shall maintain complete records of all hours worked and submitted to CITY for compensation under this Agreement. CONSTRUCTION MANAGER shall permit CITY to audit, examine and make copies, excerpts and transcripts from such records and the records and documents of all consultants of CONSTRUCTION MANAGER during CONSTRUCTION MANAGER's regular business hours upon twenty-four hours prior written notice from CITY. CITY's rights under this Section 1.6.4 shall survive the termination or expiration of this Agreement.

1.6.5 Change Orders Caused by CONSTRUCTION MANAGER: CONSTRUCTION MANAGER shall be responsible for the cost of construction change orders caused directly by CONSTRUCTION MANAGER's willful misconduct or negligent acts, errors or omissions. Without limiting CONSTRUCTION MANAGER's liability for indirect cost impacts, the direct costs for which CONSTRUCTION MANAGER shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared construction documents. These amounts shall be paid by CONSTRUCTION MANAGER to CITY or CITY may withhold those costs from amounts owing to CONSTRUCTION MANAGER. Neither CITY's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSTRUCTION MANAGER shall remain liable to CITY in accordance with this Agreement for all damages to CITY

caused by CONSTRUCTION MANAGER's failure to perform any of the services furnished under this Agreement to the standard of care of CONSTRUCTION MANAGER for its services, which shall be, at a minimum, the standard of care of CONSTRUCTION MANAGER's performing similar work for municipalities in or around the same geographic area of CITY. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

II.
COMPENSATION

2.1 APPROVED RATE SCHEDULE: CONSTRUCTION MANAGER shall perform the various services and tasks set forth in the Scope of Work in accordance with the hourly rates and fees set forth in that certain document entitled "**Revised Fee Schedule/Cost Proposal for Professional Construction Management and Inspection Services (CM&I) for the Construction of Elliot Avenue and Fern Street Class III Bike Routes and Durfee Avenue and Valley Boulevard Class II Bike Lanes Project (CIP No. 031)**" (hereinafter, the "Fee Schedule"), dated June 16, 2020 which is attached and incorporated and incorporated hereto as **Exhibit "C"**.

2.2 Section 2.1 notwithstanding, CONSTRUCTION MANAGER's total compensation during any single CITY fiscal year shall not exceed the aggregate sum of **ONE HUNDRED SIXTEEN THOUSAND DOLLARS ($116,000)** (hereinafter, the "Not-to-Exceed Sum"). CONSTRUCTION MANAGER further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks. In the event CONSTRUCTION MANAGER requires additional time to complete the services and tasks and the need for such additional time is not caused either in whole or in part by CITY, CONSTRUCTION MANAGER shall not receive compensation in excess of the Not-to-Exceed Sum for any services or tasks performed by CONSTRUCTION MANAGER beyond the initial completion date in order to complete the services and tasks.

2.3 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.

2.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSTRUCTION MANAGER shall 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 CONSTRUCTION MANAGER's monthly compensation is a function of hours worked by CONSTRUCTION MANAGER's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing specific services or tasks, 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 shall notify CONSTRUCTION MANAGER in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSTRUCTION MANAGER.

III.
INSURANCE

3.1 INSURANCE REQUIREMENTS:

3.1.1 Commercial General Liability and Property Damage Insurance: CONSTRUCTION MANAGER shall maintain commercial general liability insurance with liability limits of not less than One Million Dollars ($1,000,000) for death, bodily injury, personal injury, and property damage liability, combined single limit, insuring comprehensive general liability of CONSTRUCTION MANAGER, its agents, employees, its authorized representatives, and CONSTRUCTION MANAGER's Consultants arising out of and in connection with the performance of Basic Services by CONSTRUCTION MANAGER on the Project, including the operation of motor vehicles.

3.1.2 Professional Liability Insurance: CONSTRUCTION MANAGER shall obtain and, continuously until the termination of any statute of limitations applicable to claims which might arise on account of the design and construction of the Project, maintain in full force and effect a claims-made policy covering negligence, malpractice, errors and omissions in the performance by CONSTRUCTION MANAGER of its services hereunder, in an amount not less than One Million Dollars ($1,000,000).

3.1.3 Workers' Compensation: CONSTRUCTION MANAGER shall maintain Workers' Compensation insurance with policy limits equal to the required statutory limits covering all employees of CONSTRUCTION MANAGER.

3.1.4 Employer's Liability: CONSTRUCTION MANAGER shall obtain and shall maintain employer's liability insurance of at least One Million Dollars ($1,000,000) per accident for bodily injury or disease.

3.1.5 Valuable Document Insurance: CONSTRUCTION MANAGER shall carry adequate insurance on all drawings and specifications as may be required to protect CITY in the amount of its full equity in those drawings and specifications, and shall file with CITY a certificate of that insurance. The cost of that insurance shall be paid by CONSTRUCTION MANAGER, and CITY shall be named as an additional insured.

3.1.6 Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The City of El Monte and the City of El Monte's elected and appointed officials, officers, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of CONSTRUCTION MANAGER; instruments of service and completed operations of CONSTRUCTION MANAGER; premises owned, occupied or used by CONSTRUCTION MANAGER; or automobiles owned, leased, hired or borrowed by CONSTRUCTION MANAGER. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

(ii) For any claims related to the Project, CONSTRUCTION MANAGER's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of CONSTRUCTION MANAGER's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

(iv) CONSTRUCTION MANAGER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.7 General Insurance Matters: All of CONSTRUCTION MANAGER's insurance required under this Agreement shall:

(i) Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A: VII as rated in the most recent edition of Best's Insurance Reports. CONSTRUCTION MANAGER shall notify CITY in writing if any of its insurer(s) have an A.M. Best rating of less than A: VII. At the option of CITY, either 1) CITY can accept the lower rating; or 2) CONSTRUCTION MANAGER shall be required to procure insurance from another insurer.

(ii) Contain an endorsement or certificate executed by the insurance company, requiring thirty (30) days' written notice by certified mail, return receipt requested has been given to CITY from the insurance company to both parties before cancellation or termination. CONSTRUCTION MANAGER shall promptly notify CITY of any material change in the coverage, scope, or amount of any policy.

(iii) All such insurance shall be primary insurance and any insurance of CITY shall be excess coverage for benefit of CITY only and non-contributory.

(iv) Prior to commencing any work required under this Agreement CONSTRUCTION MANAGER shall furnish CITY with certificates of insurance showing maintenance of the required insurance coverage. Original endorsements affecting general liability and automobile liability coverage shall be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy carried by CONSTRUCTION MANAGER shall be deposited with CITY within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy. If CONSTRUCTION MANAGER fails to provide the required insurance, CITY may in its sole and absolute discretion obtain such insurance at CONSTRUCTION MANAGER's expense and withhold the cost of any such insurance plus a ten percent (10%) administrative fee from any amounts due and owing to CONSTRUCTION MANAGER under this Agreement.

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. CONSTRUCTION MANAGER acknowledges that CITY would not enter into this Agreement in the absence of CONSTRUCTION MANAGER's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER under this Agreement any amount due CITY from CONSTRUCTION MANAGER as a result of CONSTRUCTION MANAGER's failure to pay CITY promptly any indemnification arising under this Article and related to CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER in the performance of this Agreement. In the event CONSTRUCTION MANAGER fails to obtain such indemnity obligations from others as required herein, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's subcontractors or any other person or entity involved by, for, with or on behalf of CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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.

TERMINATION

5.1 TERMINATION FOR CONVENIENCE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving CONSTRUCTION MANAGER written notice specifying the effective date of such termination for convenience. Upon such termination for convenience, CONSTRUCTION MANAGER shall be compensated only for those services and tasks which have been performed by CONSTRUCTION MANAGER up to the effective date of the termination. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER to provide all finished or unfinished work product including those materials referenced under subsection 1.6.1 (Ownership of Documents Prepared for Project), and other information of any kind prepared by CONSTRUCTION MANAGER connection with the performance of the services and tasks contemplated under this Agreement. CONSTRUCTION MANAGER shall 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 CONSTRUCTION MANAGER pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 TERMINATION FOR CAUSE (EVENTS OF DEFAULT; BREACH OF AGREEMENT):

5.2.1 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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 shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.2 and 5.2.3 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 shall 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.

5.2.2 CONSTRUCTION MANAGER shall cure the following Events of Defaults within the following time periods:

(i) Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSTRUCTION MANAGER to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSTRUCTION MANAGER is obligated to provide to CITY or

CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSTRUCTION MANAGER may submit a written request for additional time to cure the Event of Default upon a showing that CONSTRUCTION MANAGER 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 shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection 5.2.2(i) that exceeds seven (7) calendar days from the end of the initial 3-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, Construction Manger may submit a written request for additional time to cure the Event of Default upon a showing that CONSTRUCTION MANAGER 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 shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection 5.2.2(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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall include, but shall not be limited to the following: (i) CONSTRUCTION MANAGER's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSTRUCTION MANAGER'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) CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER, whether voluntary of involuntary; (v) CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER relating to this Agreement is false, misleading or erroneous in any material respect.

5.2.3 CITY shall cure any Event of Default asserted by CONSTRUCTION MANAGER within forty-five (45) calendar days of CONSTRUCTION MANAGER'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.

5.2.4 CITY, in its sole and absolute discretion, may also immediately suspend CONSTRUCTION MANAGER's performance under this Agreement pending CONSTRUCTION MANAGER's cure of any Event of Default by giving CONSTRUCTION MANAGER written notice of CITY's intent to suspend CONSTRUCTION MANAGER'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, CONSTRUCTION MANAGER shall be compensated only for those services and tasks which have been rendered by CONSTRUCTION MANAGER 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

5.2.5 No waiver of any Event of Default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.2.6 The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall 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 CONSTRUCTION MANAGER, the CITY may immediately terminate this Agreement in whole or in part;
(ii) Upon written notice to CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER's breach of the Agreement or to terminate the Agreement; or
(iv) The CITY may exercise any other available and lawful right or remedy.

CONSTRUCTION MANAGER shall 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.

5.2.7 In the event CITY is in breach of this Agreement, CONSTRUCTION MANAGER's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to

CONSTRUCTION MANAGER under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI.
MISCELLANEOUS PROVISIONS

6.1 ABANDONMENT OF WORK: In the event CONSTRUCTION MANAGER ceases to perform the services and tasks contemplated under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement r, CONSTRUCTION MANAGER shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSTRUCTION MANAGER in the performance of this Agreement, including those documents referenced under subsection 1.6.1 (Ownership of Documents Prepared for Project). Furthermore, CONSTRUCTION MANAGER shall 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 CONSTRUCTION MANAGER's cessation or abandonment. This Section shall survive the expiration or termination of this Agreement.

6.2 ASSIGNMENT: The skills, training, knowledge and experience of CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER or on behalf of CONSTRUCTION MANAGER in the performance of this Agreement. In recognition of this interest, CONSTRUCTION MANAGER agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSTRUCTION MANAGER'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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

6.3 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT

CONTRACTOR: The Work shall be performed by CONSTRUCTION MANAGER or under CONSTRUCTION MANAGER's strict supervision. CONSTRUCTION MANAGER will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSTRUCTION MANAGER on an independent contractor basis and not as an employee. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER are not employees of CITY and shall at all times be under CONSTRUCTION MANAGER's exclusive direction and control. CONSTRUCTION MANAGER shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSTRUCTION MANAGER shall 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.

6.4 COMPLIANCE WITH LAWS: CONSTRUCTION MANAGER further agrees to keep itself informed of and in compliance with all other applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSTRUCTION MANAGER's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

6.5 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: In the performance of this Agreement, CONSTRUCTION MANAGER shall not discriminate against any employee, subcontractor, subconsultants, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition. CONSTRUCTION MANAGER shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

6.6 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSTRUCTION MANAGER and all persons retained or employed by CONSTRUCTION MANAGER are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSTRUCTION MANAGER shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants.

6.7 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSTRUCTION MANAGER or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSTRUCTION MANAGER without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSTRUCTION MANAGER shall 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.

6.8 FALSE CLAIMS ACT: CONSTRUCTION MANAGER warrants and represents that neither CONSTRUCTION MANAGER nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSTRUCTION MANAGER 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.

6.9 NOTICES: All notices permitted or required under this Agreement shall 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:

CONSTRUCTION MANAGER:
LAE Associates, Inc.
650 North Rose Drive, #182
Placentia, CA 92870
Attn: Fred Alamolhoda, PE, President
Phone: (714) 993-2840

CITY:
City of El Monte
Public Works Department
11333 Valley Boulevard
El Monte, CA 91731
Attn: Public Works and Utilities Director
Phone: (626) 580-2073

Such notices shall 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.

6.10 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.11 SUBCONTRACTING: CONSTRUCTION MANAGER shall 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, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.12 CITY'S RIGHT TO EMPLOY OTHER CONSTRUCTION MANAGERS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSTRUCTION MANAGER.

6.13 PROHIBITED INTERESTS: CONSTRUCTION MANAGER warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSTRUCTION MANAGER, to solicit or secure this Agreement. Further, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, 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 shall 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, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.14 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.15 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall 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, shall be in the Central District of California located in the CITY of Los Angeles, California.

6.16 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to recover from the losing Party reasonable attorneys' fees and all other costs associated with pursuing such action.

6.17 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.18 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.

6.19 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.20 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining

provisions shall continue in full force and effect.

6.21 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall 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 shall be void and invalid.

6.22 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.

6.23 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of any exhibits attached hereto, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

6.24 ENTIRE AGREEMENT: This Agreement including all attached exhibits is 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, or entered into between CITY and CONSTRUCTION MANAGER prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.21, above.

6.25 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.21, above. One fully executed original counterpart shall be delivered to CONSTRUCTION MANAGER and the remaining two original counterparts shall be retained by CITY.

[SIGNATURE PAGE TO FOLLOW]

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:

By:_____
Alma K. Martinez
City Manager

Date:_____

LAE ASSOCIATES, INC.:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT "A"
CITY RFP

EXHIBIT "B"
CONSTRUCTION MANAGER PROPOSAL

EXHIBIT "C"
FEE SCHEDULE

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 APPROVING THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2020-2021

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the Fiscal Year 2020-21 Capital Improvement Program Budget and Project Descriptions Report; and

2. Consider and approve the attached Resolution approving the Fiscal Year 2020-2021 Capital Improvement Program (CIP) for Fiscal Year 2020-2021.

BACKGROUND

A Capital Improvement Program is a planning tool that evaluates, identifies, prioritizes, and budgets for projects that help maintain or improve City assets and infrastructure. This includes construction, expansion, renovation, or replacement projects for new and existing City assets and facilities.

The Capital Improvement Program goals are:

- Identify, evaluate and prioritize projects that are of local and significant impact to the community's safety, health, and well-being;
- Identify grants and other funding sources and opportunities to ensure adequate funding is available for all identified projects; and
- Effectively communicate the City's priorities and plans for undertaking capital projects to internal and external stakeholders.

As a result, staff has prepared a Three-Year CIP Plan for Fiscal Year 2020-22, which the City Council received and file on December 17, 2019.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Fiscal Year 2020-21 Capital Improvement Program Budget and Project Descriptions Report (CIP Report) (Attachment 1) has been prepared as an extension of the Three-Year CIP Plan. The CIP Report provides updated information in support of the Fiscal Year 2020-21 CIP Budget.

The Capital Improvement Projects or CIPs are typically comprised of construction projects but may also include equipment and major studies. The City's CIPs are broken into the following categories: Vehicles & Equipment, Building & Facility Improvements, Park Improvements, Street & Traffic Improvements, and Utility Improvements (sewer, water and storm drain).

Factors to prioritize the CIPs for the Fiscal Year 2020-21 Budget include:

- Projects of local and significant impact to the community's safety, health and well-being
- Mandated projects with specific timelines
- Projects with grant or fund source expenditure deadlines and restrictions
- Enterprise fund commitments

The CIP Report provides a project description for each CIP that is presented in the CIP Budget. In each project description, staff covers the following information:

- Background, Purpose & Justification
- Scope of Work
- Project Cost Estimate
- Funding Sources & Schedule

Staff recommends that the City Council receive and file the Fiscal Year 2020-21 Capital Improvement Program Budget and Project Descriptions Report.

As part of the annual budget process, municipalities typically approve a CIP Budget so that funds can be allocated to the various projects as identified in Attachment 2. It should be noted that many of the listed projects may have been previously and/or individually authorized by the City Council or other grant-awarding agencies. Staff recommends that the City Council approve the Resolution (Attachment 3) adopting the Fiscal Year 2020-21 CIP Budget.

All individual project approvals and authorizations, including but not limited to: project budgets; contract executions; and schedules, will be presented to the City Council for approval at the appropriate project milestones. Authorization by the City Council/Agency for individual project expenditures will be requested also at the appropriate project milestones.

FISCAL IMPACT/FINANCING

Staff is requesting a $64,180,166 Fiscal Year 2020-21 CIP Budget, of which, $34,457,001 will be carried over from the previous year CIP Budget. Design and construction costs of all capital projects are funded through various sources including enterprise funds (i.e. sewer, water), annual programs and reimbursements (i.e. Prop A/C, Gas Tax), and one-time funding sources (i.e. Metro Call for Projects, Public Facility Impact Fees). A portion of the Fiscal Year 2020-21 CIP Budget ($680,520) will utilize General Funds to cover some Building/Facility Improvements, Park Improvements and the City's SB425 obligations.

Engineering staff will coordinate with the Finance Department to ensure all necessary funds are appropriated in the Fiscal Year 2020-21 CIP budget.

CONCLUSION

It is recommended that the City Council receive and file the Fiscal Year 2020-21 Capital Improvement Program Budget and Project Descriptions Report and approve the Resolution for the Fiscal Year 2020-21 CIP.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment:
1. Fiscal Year 2020-21 CIP Budget and Project Descriptions Report
2. Fiscal Year 2020-21 CIP Budget Summary
3. Resolution

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

City of El Monte
Fiscal Year 2020-21
Capital Improvement Program
Budget and Project Descriptions Report

Prepared on
07/07/2020

Mayor Andre Quintero
Mayor Pro-Tem Maria Morales
Councilmember Jessica Ancona
Councilmember Victoria Martinez-Muela
Councilmember Jerry Velasco

City Manager Alma Martinez

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EXECUTIVE SUMMARY

Capital Improvement Program

A Capital Improvement Program is a planning tool that evaluates, identifies, prioritizes and budgets for projects that help maintain or improve City asset and infrastructure. This includes planning, equipment, construction, expansion, renovation, or replacement projects for new and existing City assets and facilities.

The Capital Improvement Program goals are:

- Identify, evaluate and prioritize projects that are of local and significant impact to the community's safety, health and well-being
- Identify grants and other funding sources and opportunities to ensure adequate funding is available for all identified projects, and
- Effectively communicate the City's priorities and plans for undertaking capital projects to internal and external stakeholders.

Following the goals of the Capital Improvement Program, staff has prepared a Three-Year Capital Improvement Program Plan for Fiscal Years 2020-22 (3-yr CIP). This plan utilized master plan documents and staff recommendations in determining projects that are needed within the reports timeframe. Consideration was also taken into account for funding availability and expenditure requirements.

The 3-yr CIP is intended to be used as a guideline in the development of annual Capital Improvement Program Budgets (CIP Budget). As a result when developing an annual CIP Budget, projects can be added or deleted, as well as, moved up and back in the timeline depending on the needs within any given fiscal year.

Capital Improvement Projects (CIPs)

The Capital Improvement Projects or CIPs that are documented in the 3-yr CIP and CIP Budget must be tangible assets or projects that cost at least $10,000 and have a useful life of at least three to five years. CIPs are typically comprised of construction projects but may also include equipment and major studies. The City's CIPs are broken into the following categories: Vehicles & Equipment, Building & Facility Improvements, Park Improvements, Street & Traffic Improvements, and Utilities (sewer, water and storm drain).

Factors to prioritize the CIPs for the FY2020-21 Budget include:

- Projects of local and significant impact to the community's safety, health and well-being.
- Mandated projects with specific timelines.
- Projects with grant funds or fund source expenditure deadlines and restrictions.
- Enterprise fund commitments.

The Fiscal Year 2020-21 Capital Improvement Program Budget and Project Descriptions Report (CIP Report) has been prepared as an extension of the 3-yr CIP and has updated the information based on projects within the FY2020-21 CIP Budget. The CIP described within the CIP Report is to support the justification of each project in the CIP Budget by providing greater detail of the CIPs that are presented for City Council approval. In each project description, staff provides the following information:

- Background, Purpose & Justification
- Scope of Work
- Project Cost Estimate
- Funding Sources & Schedule

FY 2020-21 BUDGET SUMMARY

CIP No	Project Name	100 General Fund	100-67-899 SB425	201 Parking Business Impv Fund	203 Prop C (Local Return)	205 Gas Tax Fund	206 TDA	209 Art in Public Places	210 City Cell Tower Fund	212 Measure R	217 MTA (Call for Projects)	220 CDBG	223 SB1 (RMRA)	225 Measure M	259 Asset Forfeiture	275 Traffic Signal Impact Fund	276 Street Impact Fees Fund	277 Sewer Impact Fees Fund	278 Storm Drain Impact Fees Fund	282 Quimby Fund	283 Storm Drain Fund	299 Special Grant Fund	500 EBS	600 Water Authority Fund	650 Sewer Fund	715 Vehicle Replacement	Funds Carryover	Additional Requested	FY2020-21 Total Budget
Vehicles and Equipment																													
CO	Ford F-750 Altec Model LR7-56 Articulating Overcenter Aerial truck with chip dump box (Mnt Carryover)																									$148,500	$148,500	$0	$148,500
CO	Ford F-750 Dump Truck (Mnt Vehicle Replacement)																									$132,000	$132,000	$0	$132,000
CO	Cargo Van (Parks Vehicle Replacement)																									$36,300	$36,300	$0	$36,300
CO	Ford F150 Pick Up Truck (Parks Vehicle Replacement)																									$47,300	$47,300	$0	$47,300
CO	2019 Toyota CHR (CED Vehicle Replacement)																									$26,400	$26,400	$0	$26,400
CO	2019 Toyota CHR (CED Vehicle Replacement)																									$26,400	$26,400	$0	$26,400
CO	2019 Toyota CHR (CED Vehicle Replacement)																									$26,400	$26,400	$0	$26,400
CO	2019 Toyota CHR (CED Vehicle Replacement)																									$26,400	$26,400	$0	$26,400
New	Nissan Leaf (Util)																								$38,500	$0	$0	$38,500	$38,500
Facilities and Building Improvements																													
550	Community Center, Museum and Grace T Black Auditorium Roof Repair											$830,000															$830,000	$0	$830,000
841	Parcel 3 - Site Remediation																						$23,000				$23,000	$0	$23,000
892	Freeway Sign																						$1,185,450				$1,185,450	$0	$1,185,450
CO	City Hall West Roof Repair	$80,000																									$80,000	$0	$80,000
CO	Lambert Park Roof Repair	$35,000																									$35,000	$0	$35,000
CO	Mountain View Park Roof Repair	$60,000																									$60,000	$0	$60,000
CO	Mt. View Park HVAC Instillation	$113,000																									$113,000	$0	$113,000
CO	PD Main Roof Repair	$80,000													$80,000												$160,000	$0	$160,000
Park Improvements																													
011	Park Master Plan																			$290,040							$290,040	$0	$290,040
013	Zamora Park Master Plan Improvements								$100,000			$880,000										$4,450,000					$4,580,000	$850,000	$5,430,000
020	Park Relocation - 3629 Cypress																						$224,100				$224,100	$0	$224,100
021	Park Relocation - Area Y																						$113,800				$113,800	$0	$113,800
022	Park Relocation - 3701 Santa Anita																						$50,000				$50,000	$0	$50,000
024	Park Relocation - MacLaren Hall																						$2,497,700				$2,497,700	$0	$2,497,700
025	Park Relocation - Fire Station 166																						$44,200				$44,200	$0	$44,200
819	Lambert Park Phase I	$85,520																		$3,040,000		$849,000					$3,668,520	$306,000	$3,974,520
820	2020 Fletcher Park Improvements: New Dog Park and Facilities Repair											$727,650								$49,600							$777,250	$0	$777,250
825	2020 Gibson Mariposa Park Improvements: Skateboarder Park and Facilities Repair							$451,000												$100,000							$551,000	$0	$551,000
New	Park Relocation - 12159 Cherrylee Dr																						$1,610,000				$1,600,000	$10,000	$1,610,000
Street & Traffic Improvements																													
001	Traffic Calming Parkway Dr - Denholm to South City limits (Removal of Speed Humps) - Class 4 bike lanes				$320,000								$300,000														$320,000	$300,000	$620,000
002	Durfee Ave - Ramona to S. Kerrwood - Sidewalk Improvements						$19,505							$237,038													$256,543	$0	$256,543
003	Merced Ave - Garvey Ave to Rio Hondo Road diet (Traffic Calming)												$300,000														$300,000	$0	$300,000
016	El Monte Regional Bicycle Commuter Access Improvements				$443,197						$986,803																$1,415,695	$14,305	$1,430,000
027	Street Aesthetic Master Plan													$215,000													$200,000	$15,000	$215,000
030	Sidewalk Improvement Master Plan													$130,000													$120,000	$10,000	$130,000
031	El Monte Fern and Elliot Class 3 Bike Blvd Project													$1,940,000													$57,470	$1,882,530	$1,940,000
035	Street Improvement Project Staging Area Resurface and Repair									$185,000																	$185,000	$0	$185,000
807	New Traffic Signal at Santa Anita and McGirk					$150,000				$185,000						$225,000											$335,000	$225,000	$560,000
805	Ramona Blvd/Valley Blvd intersection/Repurposing DEMO/STEALD funds				$1,142,700					$1,374,600	$1,264,000																$3,712,966	$68,334	$3,781,300
831	Safe Route to School State-Legislated Cycle 10 Roundabout									$1,001,400												$450,000					$66,400	$1,385,000	$1,451,400
838	Ramona-Badillo Traffic Signal Synchronization and Bus Signal Priority Project				$147,000																						$0	$147,000	$147,000
846	Shared Parking Program - Smart Parking			$315,748																		$315,748					$158,500	$471,996	$631,496
857	3-yr PMP: Ramona Resurfacing				$255,000					$452,400												$2,999,700					$2,567,100	$1,140,000	$3,707,100
890	Santa Anita Avenue Active Transportation						$117,900																				$751,682	$0	$751,682
899	3-yr PMP: Zone 1 Slurry Seal/Overlay Project - Mtn View, Magnolia, Parkway & Flineview		$217,000							$900,000			$2,696,800									$85,000					$3,898,800	$0	$3,898,800
New	Electric Vehicle Charging Stations at Public Works Yard									$40,400																	$0	$40,400	$40,400
New	Bus Stop Improvement Project	$10,000			$402,000																	$40,000					$412,000	$40,000	$452,000
New	Pavement Improvements - Nevada Avenue and Bodger Street Area													$2,415,000													$0	$2,415,000	$2,415,000
New	Lower Azusa Traffic Signal Synchronization Project													$300,000													$0	$300,000	$300,000
New	El Monte Vision Zero Action Plan																					$250,000					$0	$250,000	$250,000
New	SSAR Project: Peck Rd and Garvey Ave Signal Intersection Improvements													$160,000													$0	$160,000	$160,000
New	SSAR Project: Tyler Ave and Main St Signal Intersection Improvements													$140,000													$0	$140,000	$140,000
New	SSAR Project: Mountain View Rd and Valley Blvd Traffic Intersection Improvements													$150,000													$0	$150,000	$150,000
New	3-year Citywide Pavement Management Plan Project									$400,000				$600,000															$1,000,000
New	3-yr PMP: Zone 2 Slurry Seal and Overlay Project for the Cedar Ave, Lower Azusa Rd, to East and North City Limits Area									$1,367,000			$1,900,000														$0	$3,267,000	$3,267,000
New	3-yr PMP: Baldwin Ave from I-10 Fwy to Lower Azusa Rd Pavement Rehabilitation												$600,000														$0	$600,000	$600,000
New	3-yr PMP: El Monte Ave from Rio Hondo Channel to Lower Azusa Rd Pavement Rehabilitation													$0			$295,000										$0	$295,000	$295,000

CIP No	Project Name	100 General Fund	100-67-899 SB425	201 Parking Business Impv Fund	203 Prop C (Local Return)	205 Gas Tax Fund	206 TDA	209 Art in Public Places	210 City Cell Tower Fund	212 Measure R	217 MTA (Call for Projects)	220 CDBG	223 SB1 (RMRA)	225 Measure M	259 Asset Forfeiture	275 Traffic Signal Impact Fund	276 Street Impact Fees Fund	277 Sewer Impact Fees Fund	278 Storm Drain Impact Fees Fund	282 Quimby Fund	283 Storm Drain Fund	299 Special Grant Fund	500 EBS	600 Water Authority Fund	650 Sewer Fund	715 Vehicle Replacement	Funds Carryover	Additional Requested	FY2020-21 Total Budget
Utilities Improvements																													
005	Sewer Replacement - Nevada Avenue and Bodger Street Area																	$500,000							$7,414,000		$1,099,000	$6,815,000	$7,914,000
014	Water main replacement Granada, Gage, Lexington, Nevada, Washington																							$4,795,700			$168,600	$4,627,100	$4,795,700
012	Hickson Watermain Replacement																							$360,000			$0	$360,000	$360,000
018	1 MG Reservoir Upgrade																							$431,000			$51,000	$380,000	$431,000
808	Valley-Arden Drainage Improvements									$99,400				$171,900					$130,000								$271,300	$130,000	$401,300
849	Upgrades to Well 13: add VOC treatment and controls																							$1,050,000			$210,000	$840,000	$1,050,000
884	Garvey Storm Drain Reconstruction																		$26,000		$219,683	$300,502					$546,185	$0	$546,185
New	SCADA Equipment Upgrade																							$270,000	$180,000		$0	$450,000	$450,000
New	Sewer Rate Study																								$150,000		$0	$150,000	$150,000
New	Water Master Plan																							$250,000			$0	$250,000	$250,000
New	Urban Water Management Plan																							$200,000			$0	$200,000	$200,000
	Total	$463,520	$217,000	$315,748	$2,709,897	$150,000	$137,405	$451,000	$100,000	$6,005,200	$2,250,803	$2,437,650	$5,796,800	$6,458,938	$80,000	$225,000	$295,000	$500,000	$156,000	$3,479,640	$219,683	$10,373,732	$5,748,250	$7,356,700	$7,782,500	$469,700	$34,457,001	$28,723,165	$64,180,166
	Vehicles and Equipment Subtotal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$38,500	$469,700	$469,700	$38,500	$508,200
	Facilities/Building Improvements Subtotal	$368,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$830,000	$0	$0	$80,000	$0	$0	$0	$0	$0	$0	$0	$1,208,450	$0	$0	$0	$2,486,450	$0	$2,486,450
	Park Improvements Subtotal	$85,520	$0	$0	$0	$0	$0	$451,000	$100,000	$0	$0	$1,607,650	$0	$0	$0	$0	$0	$0	$0	$3,479,640	$0	$5,799,000	$4,539,800	$0	$0	$0	$14,396,610	$1,166,000	$15,562,610
	Street & Traffic Improvements Subtotal	$10,000	$217,000	$315,748	$2,709,897	$150,000	$137,405	$0	$0	$5,905,800	$2,250,803	$0	$5,796,800	$6,287,038	$0	$225,000	$295,000	$0	$0	$0	$0	$4,774,230	$0	$0	$0	$0	$16,758,156	$13,316,565	$29,074,721
	Utilities Improvements Subtotal	$0	$0	$0	$0	$0	$0	$0	$0	$99,400	$0	$0	$0	$171,900	$0	$0	$0	$500,000	$156,000	$0	$219,683	$300,502	$0	$7,356,700	$7,744,000	$0	$2,346,085	$14,202,100	$16,548,185

VEHICLE AND EQUIPMENT DESCRIPTIONS

VEHICLE REPLACEMENT: PUBLIC WORKS AERIAL LIFT TRUCK

Background, Purpose & Justification

Public Works Maintenance proposes to replace the 1988 Ford F-700 Aerial Lift Truck, which is 32 years old, is not compliant with California Air Resource Board requirements, and has reached the end of its useful life. The new vehicle will be used primarily on the Public Works Maintenance Division Tree Crew and as needed by other crews within the Department.

Scope of Work

Public Works Maintenance proposes to replace 1988 Ford F-700 Aerial Lift Truck and purchase a new Ford F-750 Altec Model LR7-56 Articulating Over-center Aerial Truck with Chip Dump Box.

Project Cost Estimate

Administration	$0
Purchase	$135,000
Taxes, Fees and Delivery	$13,500
Total	**$148,500**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Vehicle Replacement Fund	$134,736	$0	$134,736	$13,764	**$148,500**
Total	**$134,736**	**$0**	**$134,736**	**$13,764**	**$148,500**

VEHICLE REPLACEMENT: PUBLIC WORKS DUMP TRUCK

Background, Purpose & Justification

Public Works Maintenance proposes to replace the 1982 Ford LNT-8000 Truck, which is 38 years old and is not compliant with California Air Resource Board requirements, and has reached the end of its useful life. The new vehicle will be used on various projects by Public Works Maintenance needed to haul large quantity of construction material and/or construction debris.

Scope of Work

Public Works Maintenance proposes to replace 1982 Ford LNT-8000 Dump Truck and purchase a new Ford F-750 Dump Truck.

Project Cost Estimate

Administration	$0
Purchase	$120,000
Taxes, Fees and Delivery	$12,000
Total	**$132,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Vehicle Replacement Fund	$120,000	$0	$120,000	$12,000	**$132,000**
Total	**$120,000**	**$0**	**$120,000**	**$12,000**	**$132,000**

VEHICLE REPLACEMENT: PARKS AND RECREATIONS CARGO VAN AND PICK UP TRUCK

Background, Purpose & Justification

The Department of Parks and Recreation Services proposes to replace two (2) 1996 Ford 150 Cargo Van, which are both 24 years old, currently has mechanical issues and not operable without costly and extensive repairs. The new vehicles will be used on various services provided by Department of Parks and Recreation Services staff.

Scope of Work

Parks and Recreation proposes to replace two (2) 1996 Ford 150 Cargo Vans and purchase a new Chevrolet 2500 Express Cargo and a new Chevrolet Silverado 1500 Pick-up Truck.

Project Cost Estimate

Administration	$0
Purchase (Chevrolet 2500 Express Cargo Van)	$33,000
Purchase (Chevrolet 1500 Pick-up Truck)	$43,000
Taxes, Fees and Delivery	$7,600
Total	**$83,600**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Vehicle Replacement Fund	$57,000	$0	$57,000	$26,600	**$83,600**
Total	**$57,000**	**$0**	**$57,000**	**$26,600**	**$83,600**

VEHICLE REPLACEMENT: CODE ENFORCEMENT CARS

Background, Purpose & Justification

The Department of Economic Development proposes to replace four (4) passenger cars, three (3) 2007 Honda Civic and one (1) 2000 Dodge Intrepid. The new replacement vehicles will be used by staff to field investigation and/or offsite meetings

Scope of Work

Public Works proposes to replace three (3) 2007 Honda Civic and one (1) 2000 Dodge Intrepid and purchase four (4) new Nissan Leaf or Ford Fusion.

Project Cost Estimate

Administration	$0
Purchase (4 x $24,000)	$96,000
Taxes, Fees and Delivery	$9,600
Total	**$105,600**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Vehicle Replacement Fund	$96,000	$0	$96,000	$9,600	**$105,000**
Total	**$96,000**	**$0**	**$96,000**	**$9,600**	**$105,000**

VEHICLE REPLACEMENT: WASTEWATER STANDBY VEHICLE

Background, Purpose & Justification

The Public Works Utilities Division requires an additional Nissan Leaf to be used for Wastewater personnel on standby. In an effort to curb the City's carbon footprint and save on fuel costs, Utility Division standby personnel use the fully electric Nissan leaf to travel to and from home. Currently, only Water standby personnel have access to an electric vehicle.

Scope of Work

Public Works will purchase one (1) 2020 Nissan Leaf to be used by Wastewater standby personnel.

Project Cost Estimate

Administration	$0
Purchase	$35,000
Taxes, Fees and Delivery	$3,500
Total	**$38,500**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Sewer Fund	$0	$0	$0	$38,500	**$38,500**
Total	**$0**	**$0**	**$0**	**$38,500**	**$38,500**

BUILDING AND FACILITY PROJECT DESCRIPTIONS

SENIOR CENTER ROOF IMPROVEMENT PROJECT (CIP550)

Background, Purpose & Justification

The El Monte Jack Crippen Multipurpose Senior Center is a 12,800 square-foot facility located at 3120 Tyler Avenue. This facility was constructed in 1974 and its roof is in need of rehabilitation. The roof condition of the Senior Center has deteriorated through the years, causing ponding, drainage, leakage problems, and dry rot. With the extreme weather and the existing deficiencies, staff is required to carry out repetitive and ongoing roof maintenance. Often times, the Public Works Maintenance staff is required to add provisional protective measures such as patching and repairing roof leaks prior to every storm season. At 45, years old, the existing roofing is beyond repair and must be replaced despite many efforts to defer this complete overhaul.

Scope of Work

Public Works Maintenance proposes to replace the clay tile roof and replace all water damaged eves, rafters, and any other areas discovered during roof removal as needed.

Project Cost Estimate

Administration	$0
Design	$0
Construction Support	$0
Construction	$830,000
Property Acquisition	$0
Total	**$830,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
CDBG Fund	$830,000	$0	$830,000	$0	**$830,000**
Total	**$830,000**	**$0**	**$830,000**	**$0**	**$830,000**

PARCEL 3 - SITE REMEDIATION (CIP841)

Background, Purpose & Justification

The City owns Parcel 3 of the El Monte Gateway Project, located at 3535 Santa Anita Avenue. Between 1930 and 1959, the El Monte Pit Disposal Site operated on the site, in the northern portion of the City of El Monte Department of Public Works yard and the Pioneer Park parking lot (southern portion of Parcel 3). Based on information contained in the Solid Waste Information System (SWIS) database, the El Monte Pit Disposal Site is an unpermitted facility which closed in December, 1959. Eventually the site was used as a park (Pioneer Park and Santa Fe Historical Park) between 1968 and 2013.

Based on information obtained from various environmental investigations conducted between 2007 and 2017, soil at the site has been affected primarily by lead, as well as arsenic in one area, which are considered the chemicals of concern (COCs) for the site. A Remedial Action Plan (RAP) was prepared for a hazardous substance release site in accordance with the Health and Safety Code section 25356.1.

Under the oversight of the DTSC, it is anticipated that RAP implementation, will achieve environmental compliance and allow the City to proceed with the proposed redevelopment of Parcel 3.

Scope of Work

This Project will implement recommendation of the RAP, which includes excavation and off-site recycling, reuse, or direct landfilling of soils containing concentrations of lead and arsenic above the cleanup goals of 80 and 12 mg/kg, respectively. An estimated 19,000 cubic yards (28,500 tons) of impacted soil would be excavated to depths ranging from approximately 2 to 20 feet bgs. Excavation and offsite disposal would be an effective means of removing impacted soil and would allow the site's Response Action Outcomes (RAOs) to be met.

Project Cost Estimate

Administration	$50,000
Design	$250,000
Construction Support	$250,000
Construction	$3,000,000
Property Acquisition	$0
Total	**$3,550,000**

Funding Sources & Schedule

Construction of the recommendation from the RAP will commence once funding has been acquired.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
CDBG Fund	$23,000	$0	$23,000	$0	**$23,000**
Total	**$23,000**	**$0**	**$23,000**	**$0**	**$23,000**

FREEWAY SIGN (CIP892)

Background, Purpose & Justification

On October 2, 2018, the City Council approved a lease agreement by and between the City of El Monte and Jim Ross dba Draneb Properties 4, LLC to lease to the City approximately 2,483 square feet of land located at 3440 Peck Road, which includes the "Ross Nissan Sign" improvements. The City proposes to enter into a Sublease with Outfront Media LLC ("Sublessee") to remove the existing "Ross Nissan Sign" and replace it with a new, modern outdoor advertising digital-display billboard sign. The existing "Ross Nissan Sign" is an outdated, weathered, and dilapidated car dealership advertising illuminated sign which measures 130 feet tall with two (2) display panels measuring approximately 25 feet tall by 53 feet wide. The Sublessee proposes to construct, operate, repair, reconstruct, and maintain a new digital-display billboard sign with two (2) digital displays measuring 20 feet tall by 60 feet wide incorporating LED (or equivalent) technology, with a City-identification panel. Four (4) advertising sign panels measuring eight (8) feet tall by 22 feet wide is also proposed.

The new digital billboard sign would confer aesthetic benefits on the City and its residents as the new sign would: 1) have modern electronic technology that incorporates controls on brightness levels and bulb direction that minimize ambient light, reduce sky glow, and result in diminimis light intrusion beyond 350 feet; and 2) provide a modern structure that would eliminate a source of potential blight within the City and improve the aesthetic environment along portions of the freeway that route through the City, thereby improving the visual impression of the City as experienced by thousands of motorists, including City residents, who travel these freeway segments on a daily basis.

Scope of Work

Outfront Media will construct and install the new Digital Billboard. The City shall reimburse the Outfront Media for the cost of constructing and installing the new Digital Billboard in an amount not to exceed One Million Two Hundred Fifty Thousand Dollars ($1,250,000). Outfront Media will be responsible to obtain all City and State permits to construct and operate the sign.

Project Cost Estimate

Administration	$0
Design	$0
Construction Support	$0
Construction	$1,250,000
Property Acquisition	$0
Total	**$1,250,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
EB5 Fund	$1,250,000	$0	$1,185,450	$0	**$1,185,450**
Total	**$1,250,000**	**$0**	**$1,185,450**	**$0**	**$1,185,450**

CITY HALL WEST ROOF REPAIR

Background, Purpose & Justification

The City Hall West Building located at 11333 Valley Blvd, El Monte, CA 91731 is approximately over 35 years old. Public Works Maintenance Division staff has observed multiple leaks and apparent wood deck damages to the City Hall West Building's flat roof.

Scope of Work

Public Works Maintenance proposes to replace the roof at the City Hall West Building. Public Works Maintenance proposes to replace the flat roof and replace all water damaged to areas discovered during removal of the roof as needed.

Project Cost Estimate

Administration	$0
Design	$0
Construction Support	$0
Construction	$80,000
Property Acquisition	$0
Total	**$80,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
General Fund	$80,000	$0	$80,000	$0	**$80,000**
Total	**$80,000**	**$0**	**$80,000**	**$0**	**$80,000**

LAMBERT PARK ROOF REPAIR

Background, Purpose & Justification

Lambert Park located on the corner of McGirk Ave and Elrovia Ave at 11431 McGirk Ave, El Monte, CA 91732 is a 9-acre park with fields & courts for youth sports programs, plus a playground, gymnasium & a community center. The building is approximately over 35 years old and Public Works Maintenance Division staff has observed multiple leaks.

Scope of Work

Public Works Maintenance proposes to replace the rolled composite roof of the Lambert Park Gymnasium and replace all water damaged areas discovered during removal of the roof as needed.

Project Cost Estimate

Administration	$0
Design	$0
Construction Support	$0
Construction	$35,000
Property Acquisition	$0
Total	**$35,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
General Fund	$75,000	$0	$35,000	$0	**$35,000**
Total	**$75,000**	**$0**	**$35,000**	**$0**	**$35,000**

MOUNTAIN VIEW PARK ROOF REPAIR

Background, Purpose & Justification

Mountain View Park located at corner of Maxson Rd and Elliot Ave at 12127 Elliott Ave, El Monte, CA 91732 is over 9-acre park with lighted athletic fields, a playground, multipurpose venue & picnic space. The buildings existing roof is approximately over 40 years old. Public Works Maintenance Division staff has observed multiple leaks to the areas under both the flat and pitched roofs of the building.

Scope of Work

Public Works Maintenance proposes to replace both flat and pitched roof of the Mountain View Park Building and replace all water damaged areas of the roof as needed.

Project Cost Estimate

Administration	$0
Design	$0
Construction Support	$0
Construction	$60,000
Property Acquisition	$0
Total	**$60,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
General Fund	$110,000	$0	$60,000	$0	**$60,000**
Total	**$110,000**	**$0**	**$60,000**	**$0**	**$60,000**

MOUNTAIN VIEW HVAC INSTALLATION

Background, Purpose & Justification

Mountain View Park located at corner of Maxson Rd and Elliot Ave at 12127 Elliott Ave, El Monte, CA 91732 is over 9-acre Park with lighted athletic fields, a playground, multipurpose venue & picnic space. The existing HVAC is over 20 year old and need to be replaced.

Scope of Work

Public Works Maintenance proposes to replace the whole unit

Project Cost Estimate

Administration	$0
Design	$0
Construction Support	$0
Construction	$113,000
Property Acquisition	$0
Total	**$113,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
General Fund	$113,000	$0	$113,000	$0	**$113,000**
Total	**$113,000**	**$0**	**$113,000**	**$0**	**$113,000**

PD MAIN ROOF REPAIR

Background, Purpose & Justification

The existing Police Department Buildings located at 11333 Valley Blvd, El Monte, CA 91731 is approximately over 35 years old. Public Works Maintenance Division staff has observed multiple leaks around the roof drains and HVAC pad locations to the Police Department Building.

Scope of Work

Public Works Maintenance proposes to replace the roof at the Police Department Building. Public Works Maintenance proposes to replace the flat roof and replace all water damaged to areas discovered during removal of the roof as needed.

Project Cost Estimate

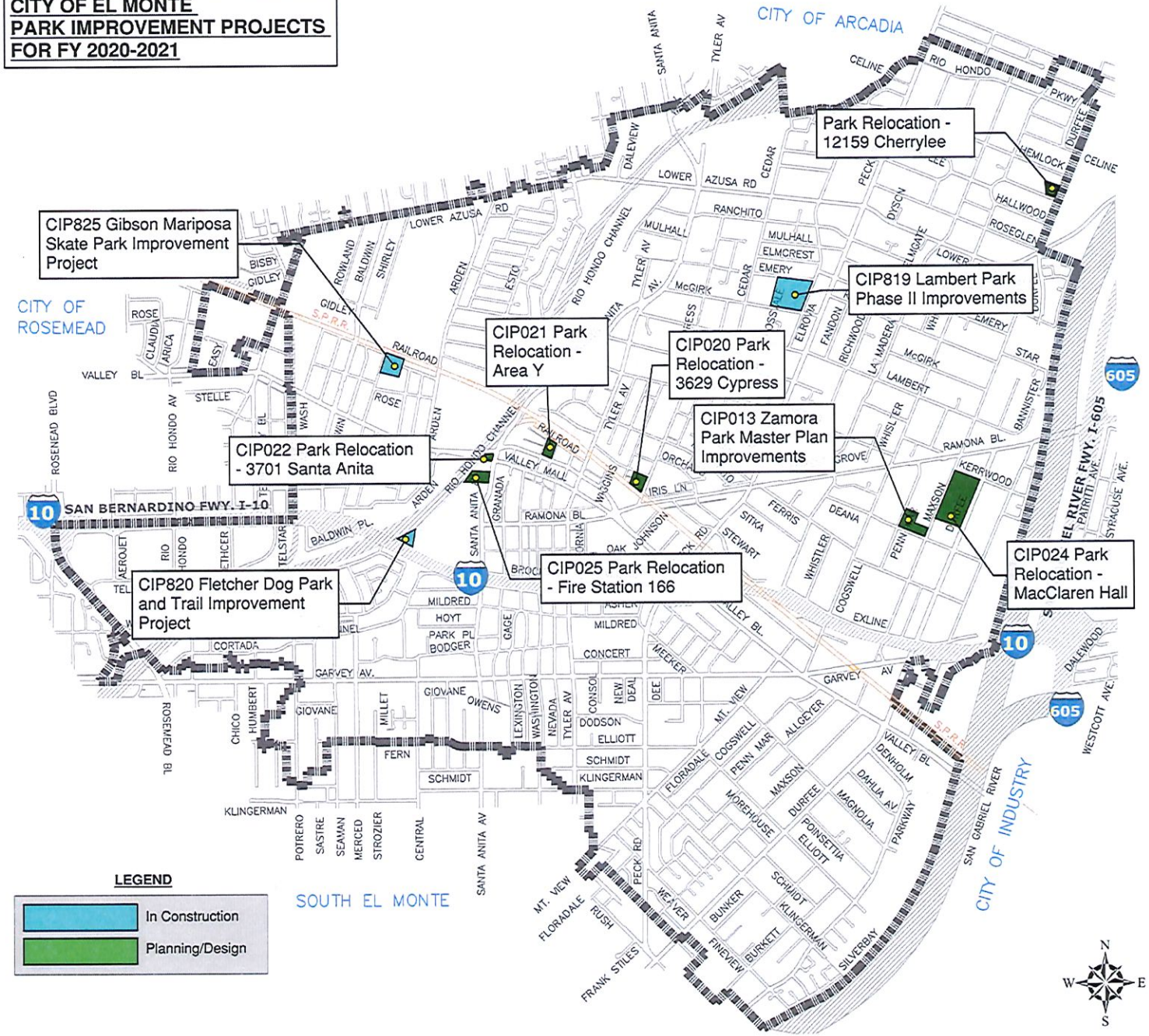
Administration	$0
Design	$0
Construction Support	$0
Construction	$160,000
Property Acquisition	$0
Total	**$160,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Asset Forfeiture Fund	$80,000	$0	$80,000	$0	**$80,000**
General Fund	$80,000	$0	$80,000	$0	**$80,000**
Total	**$160,000**	**$0**	**$160,000**	**$0**	**$160,000**

PARK IMPROVEMENT PROJECT DESCRIPTIONS

CITY OF EL MONTE
PARK IMPROVEMENT PROJECTS
FOR FY 2020-2021



2019 PARK MASTER PLAN (CIP011)

Background, Purpose & Justification

In 2011, the City's General Plan Parks and Recreation Element noted communities in the San Gabriel Valley average of 3.0 acres of parkland per 1,000 residents. The City of El Monte has approximately 0.41 acres of parkland per 1,000 residents. There is a lack of open space in the City and a need to increase parkland and open space. The City lacks a master plan and source document that strategically pulls all the information for existing parks and improvements needed, new park needs, and funding to support such endeavors.

Scope of Work

Prepare a Parks and Open Space Master Plan. This Master Plan will be a road map to comprehensively establish a timeframe taking into consideration presently available and projected available resources to implement clearly defined projects to meet the General Plan's goal.

Project Cost Estimate

Administration	$0
Design	$380,000
Construction Support	$0
Construction	$0
Property Acquisition	$0
Total	**$380,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Quimby Fees	$290,040	$0	$290,040	$0	**$290,040**
General Fund	$89,960	$89,960	$0	$0	**$0**
Total	**$380,000**	**$89,960**	**$290,040**	**$0**	**$290,040**

ZAMORA PARK MASTER PLAN IMPROVEMENTS (CIP013)

Background, Purpose & Justification

Zamora Park, located at 3820 Penn Mar Avenue (bound by Penn Mar Avenue to the west, Deana Street to the south, and Maxson Road to the east), goes underutilized by the nearly 18,000 residents who live within walking distance of the park. Currently the park has largely exposed turf, with outdated amenities and unsafe play equipment. The El Monte Parks, Recreation and Community Services Department, in collaboration with the Trust for Public Land (TPL), proposes a green retrofit that will maximize the potential of this public asset and creates a vibrant, shaded, safe and inviting recreation destination.

Scope of Work

Park improvements will include construction or replacement of structures (small sunshades, restroom buildings), water splash pad and basketball coui4, playground equipment, landscaping, and walkways/pathways.

Project Cost Estimate

Administration	$20,000
Design	$666,000
Construction Support	$335,000
Construction	$12,000,000
Property Acquisition	$0
Total	**$13,021,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
CDBG	$880,000	$0	$880,000	$0	**$880,000**
Urban Greening Grant	$3,700,000	$0	$3,700,000	$0	**$3,700,000**
City Cell Towers (210 Fund)	$100,000	$0	$100,000	$0	**$100,000**
National Park Service Grant	$750,000	$0	$750,000	$0	**$750,000**
TPL In-Kind Match ($211,000)	$0	$0	$0	$0	**$0**
Prop 68 (Pending $6,513,000)	$0	$0	$0	$0	**$0**
Total	**$5,430,000**	**$0**	**$5,430,000**	**$0**	**$5,430,000**

PARK RELOCATION – 3629 CYPRESS (CIP020)

Background, Purpose & Justification

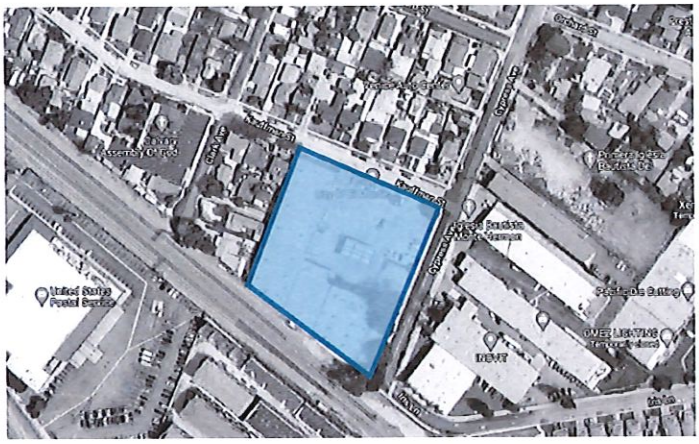
Pioneer Park, at located at 3575 Santa Anita Avenue, was a community park with recreational facilities and the home to the Santa Fe Historical Park and the Osmond House from 1968 to 2013, but between 1930 and 1959, the El Monte Pit Disposal Site operated on the site. The El Monte Pit Disposal Site is an unpermitted facility which closed in December 1959.

Based on information obtained from various environmental investigations conducted between 2007 and 2017, soil at the site has been affected primarily by lead, as well as arsenic in one area, which are considered the chemicals of concern (COCs) for the site. As a result, the City has closed Pioneer Park to the public and is working to remediate the site. Once remediation has been completed, the City will determine whether or not to keep it, or portions of it, as a park or to repurpose the land for another use. Any portion that is not utilized as a park, the City is committed to construct a replacement park(s) that will match or exceed the same acreage as the old Pioneer Park.

The City's former transportation facility, located at 3629 Cypress Ave, is intended to demolish the existing facilities and repurpose the land. This property has been identified to become a replacement park for Pioneer Park.

Scope of Work

This project will demolish the former transportation facility and construct a new park.



Project Cost Estimate

Administration	$15,000
Design	$250,000
Construction Support	$315,000
Construction	$2,015,000
Property Acquisition	$0
Total	**$2,595,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
EB5 Funds	$250,000	$25,900	$224,100	$0	**$224,100**
Total	**$250,000**	**$25,900**	**$224,100**	**$0**	**$224,100**

PARK RELOCATION – AREA Y (CIP021)

Background, Purpose & Justification

Pioneer Park, at located at 3575 Santa Anita Avenue, was a community park with recreational facilities and the home to the Santa Fe Historical Park and the Osmond House from 1968 to 2013, but between 1930 and 1959, the El Monte Pit Disposal Site operated on the site. The El Monte Pit Disposal Site is an unpermitted facility which closed in December 1959.

Based on information obtained from various environmental investigations conducted between 2007 and 2017, soil at the site has been affected primarily by lead, as well as arsenic in one area, which are considered the chemicals of concern (COCs) for the site. As a result, the City has closed Pioneer Park to the public and is working to remediate the site. Once remediation has been completed, the City will determine whether or not to keep it, or portions of it, as a park or to repurpose the land for another use. Any portion that is not utilized as a park, the City is committed to construct a replacement park(s) that will match or exceed the same acreage as the old Pioneer Park.

"Area Y," an approximately 4.9 gross acre (212,030 sf) site on Valley Boulevard just east of Santa Anita Avenue is a project for development that will be consistent with the Downtown Transit-Oriented District Specific Plan and synergistic with surrounding uses—including the newly opened Santa Fe Trail Plaza, Downtown Main Street, and El Monte Metrolink Station. The Plan takes advantage of the area's transit adjacency to cultivate a higher-intensity, pedestrian-oriented mixed-use district, with a more urban character. As part of the redevelopment of the site, a replacement park for Pioneer Park will be constructed.

Scope of Work

This project will construct a new park.

Project Cost Estimate

Administration	$15,000
Design	$220,000
Construction Support	$240,000
Construction	$1,340,000
Property Acquisition	$0
Total	**$1,815,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
EB5 Funds	$150,000	$36,200	$113,800	$0	**$113,800**
Total	**$150,000**	**$36,200**	**$113,800**	**$0**	**$113,800**

PARK RELOCATION – 3701 SANTA ANITA (CIP022)

Background, Purpose & Justification

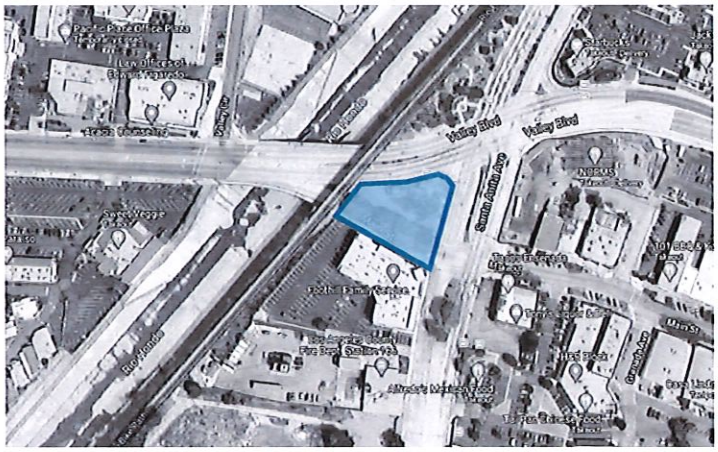
Pioneer Park, at located at 3575 Santa Anita Avenue, was a community park with recreational facilities and the home to the Santa Fe Historical Park and the Osmond House from 1968 to 2013, but between 1930 and 1959, the El Monte Pit Disposal Site operated on the site. The El Monte Pit Disposal Site is an unpermitted facility which closed in December 1959.

Based on information obtained from various environmental investigations conducted between 2007 and 2017, soil at the site has been affected primarily by lead, as well as arsenic in one area, which are considered the chemicals of concern (COCs) for the site. As a result, the City has closed Pioneer Park to the public and is working to remediate the site. Once remediation has been completed, the City will determine whether or not to keep it, or portions of it, as a park or to repurpose the land for another use. Any portion that is not utilized as a park, the City is committed to construct a replacement park(s) that will match or exceed the same acreage as the old Pioneer Park.

The City is looking to make roadway improvements for the intersection of Valley Blvd, Santa Anita Ave and Main St. The City is in the process to acquire the property located at 3701 Santa Anita Ave in order to widen Valley Blvd and for any future intersection improvement to be made. The excess land will be repurposed to construct a new mini replacement park of Pioneer Park.

Scope of Work

This project will make roadway improvements and construct a new mini park of any unused land.



Project Cost Estimate

Administration	$10,000
Design	$0
Construction Support	$0
Construction	$0
Property Acquisition	$1,800,000
Total	**$1,810,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
EB5 Funds	$50,000	$0	$50,000	$0	**$50,000**
Total	**$50,000**	**$0**	**$50,000**	**$0**	**$50,000**

PARK RELOCATION – MACCLAREN HALL (CIP024)

Background, Purpose & Justification

Pioneer Park, at located at 3575 Santa Anita Avenue, was a community park with recreational facilities and the home to the Santa Fe Historical Park and the Osmond House from 1968 to 2013, but between 1930 and 1959, the El Monte Pit Disposal Site operated on the site. The El Monte Pit Disposal Site is an unpermitted facility which closed in December 1959.

Based on information obtained from various environmental investigations conducted between 2007 and 2017, soil at the site has been affected primarily by lead, as well as arsenic in one area, which are considered the chemicals of concern (COCs) for the site. As a result, the City has closed Pioneer Park to the public and is working to remediate the site. Once remediation has been completed, the City will determine whether or not to keep it, or portions of it, as a park or to repurpose the land for another use. Any portion that is not utilized as a park, the City is committed to construct a replacement park(s) that will match or exceed the same acreage as the old Pioneer Park.

In 2003, Los Angeles County closed its MacLaren Children's Center in El Monte. As a result, the City has been partnering with Los Angeles County to take a portion of the facility, approximately 4 acres of land, and convert it to become a new replacement park of Pioneer Park.

Scope of Work

This project will construct a new park facility.

Project Cost Estimate

The City and County will be collaborating on the construction of a new park at the County MacLaren Hall site. It is anticipated that the City's contribution will be approximately $3,000,000

Administration	$35,000
Design	$1,500,000
Construction Support	$2,000,000
Construction	$10,000,000
Property Acquisition	$0
Total	**$13,535,000**

Funding Sources & Schedule

The City and County are also pursuing Prop W grant funding.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
EB5 Funds	$2,500,000	$2,300	$2,497,700	$0	**$2,497,700**
Prop W Funds	$0	$0	$0	$0	**$0**
Total	**$2,500,000**	**$2,300**	**$2,497,700**	**$0**	**$2,497,700**

PARK RELOCATION – FIRE STATION 166 (CIP025)

Background, Purpose & Justification

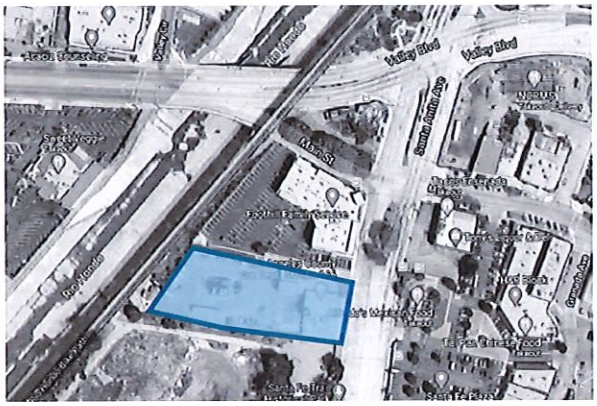
Pioneer Park, at located at 3575 Santa Anita Avenue, was a community park with recreational facilities and the home to the Santa Fe Historical Park and the Osmond House from 1968 to 2013, but between 1930 and 1959, the El Monte Pit Disposal Site operated on the site. The El Monte Pit Disposal Site is an unpermitted facility which closed in December 1959.

Based on information obtained from various environmental investigations conducted between 2007 and 2017, soil at the site has been affected primarily by lead, as well as arsenic in one area, which are considered the chemicals of concern (COCs) for the site. As a result, the City has closed Pioneer Park to the public and is working to remediate the site. Once remediation has been completed, the City will determine whether or not to keep it, or portions of it, as a park or to repurpose the land for another use. Any portion that is not utilized as a park, the City is committed to construct a replacement park(s) that will match or exceed the same acreage as the old Pioneer Park.

The City owns the property located at 3615 Santa Anita Ave, which houses Los Angeles County Fire Station 166 and the City's water well 13. A large portion of the property, which was used for a fire training facility, is currently unused. The City will take the unused portions of property to construct a new replacement park of Pioneer Park.

Scope of Work

This project will construct a new park.



Project Cost Estimate

Administration	$5,000
Design	$45,000
Construction Support	$0
Construction	$0
Property Acquisition	$0
Total	**$50,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
EB5 Funds	$50,000	$5,800	$44,200	$0	**$44,200**
Total	**$50,000**	**$5,800**	**$44,200**	**$0**	**$44,200**

LAMBERT PARK PHASE II IMPROVEMENTS (CIP819)

Background, Purpose & Justification

The City has made numerous improvements over the past several years to Lambert Park. These improvements have been made possible through funds awarded to the City from Air Quality Management District (AQMD) and the Conservation Corp. Improvements completed through 2016 include: 1) Installation of Watershed Gardens; 2) Installation of a Permeable Pavers Plaza; and 3) Installation of Picnic Shelters; 4) Installation of passive improvements and park amenities within the Watershed Gardens; and 5) Environmental Testing for purposes of abating and demolishing two existing buildings, (maintenance room/restrooms and youth hut).

The City commissioned the preparation of a New Conceptual Plan for Lambert Park and this plan was approved by City Council in a meeting on August 2, 2016. This Conceptual Plan will be the basis for future improvements to Lambert Park. Design commenced in December 2016 and during the design process it was decided to split the project into two design packages, Phase 1 and Phase 2, as funding for this project had not yet been secured.

Scope of Work

Phase 1 included the new Concession/Restroom/Office Building, new playgrounds (2-5 year old, 5-12 year old), promenade, courtyard, lighting and electrical upgrades, exercise/fitness area, abatement and demolition of existing buildings, and landscape/irrigation improvements. Phase II includes new baseball fields, soccer field overlay, new sports field lighting, picnic shelter, walking path, lighting and electrical upgrades, renovation/repurposing of existing building, landscape and irrigation improvements, and parking lot reconstruction. Phase 1 is currently under construction.

Project Cost Estimate

The Lambert Park Phase II Improvements were further broken down into two phases. Project Management, Construction Management & Inspection, and Labor Compliance costs were estimated at 12% of estimated construction costs for Phase 2.

Description	Phase 1	Phase 2	Total
Administration	$100,000	$100,000	**$200,000**
Design	$302,000	$302,000	**$604,000**
Construction Support	$472,000	$525,000	**$997,000**
Construction	$4,634,000	$4,795,000	**$9,429,000**
Property Acquisition	$0	$0	**$0**
Total	**$5,508,000**	**$5,722,000**	**$11,230,000**

Funding Sources & Schedule

Phase 2 construction is on hold pending the availability/securing funding.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
AQMD Grant ($1,139,508)	$970,349	$500,349	$470,000	$0	**$470,000**
Measure A	$579,791	$380,791	$199,000	$0	**$199,000**
Prop A ($500,000)	$529,834	$349,834	$180,000	$0	**$180,000**
Quimby Fee Fund	$2,783,785	$49,785	$2,734,000	$306,000	**$3,040,000**
General Fund	$85,520	$0	$85,520	$0	**$85,520**
$0Total	**$4,580,000**	**$1,280,952**	**$3,668,520**	**$306,000**	**$3,974,520**

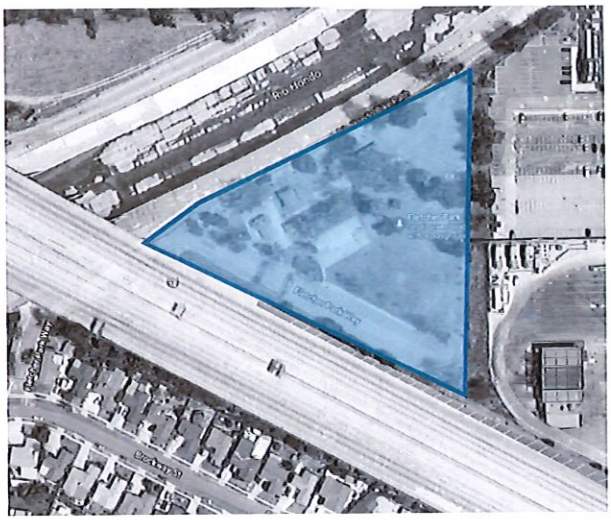
FLETCHER DOG PARK AND TRAIL IMPROVEMENT PROJECT (CIP820)

Background, Purpose & Justification

The City of El Monte is moving forward with the City's first Dog Park at Fletcher Park located on at 3404 Fletcher Park Way. The park improvements will transform sections of an open field that is underutilized to an off-leash Dog Park. The dog park will be designed for dogs to exercise and play off-leash in a controlled environment under the supervision of their owners.

Scope of Work

Improvement to the park will include the construction of a dog park consisting of new pedestrian walkway, landscaping, irrigation, fencing, pedestrian and vehicular gates, decomposed granite, benches and pads, drinking fountains, and trash receptacles. In addition, security features such as LED lighting and security cameras will also be installed. Repairs to the restrooms, wood patio and rubberized surface will also be included in the scope of work.



Project Cost Estimate

Administration	$5,000
Design	$30,000
Construction Support	$0
Construction	$998,000
Property Acquisition	$0
Total	**$1,033,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Quimby Fees	$79,500	$29,900	$49,600	$0	**$49,600**
CDBG	$947,889	$220,239	$727,650	$0	**$727,650**
Total	**$1,027,389**	**$250,139**	**$777,250**	**$0**	**$777,250**

GIBSON MARIPOSA SKATE PARK IMPROVEMENT PROJECT (CIP 825)

Background, Purpose & Justification

This project will renovate the north/east undeveloped portion of the Gibson Mariposa Park (located on at 4140 Gibson Rd) with the City's first Skate Park.

Scope of Work

The skate park features will include but is not limited to the construction of a Butterfly bowl, skateable art pieces, Ramps, Rails, Park lighting, wall mural and landscaping.

Project Cost Estimate

Administration	$0
Design	$51,000
Construction Support	$0
Construction	$500,000
Property Acquisition	$0
Total	**$551,000**

Funding Sources & Schedule

The City was not awarded the Tony Hawk Foundation Grant at the time of this project sheet. Funds are shown below but are not added into the budget at this time. Funds will be added into this project once funding has been awarded.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Quimby Fees	$100,000	$0	$100,000	$0	**$100,000**
Art in Public Places Fund	$451,000	$0	$451,000	$0	**$451,000**
Tony Hawk Grant ($25,000)	$0	$0	$0	$0	**$0**
Total	**$551,000**	**$0**	**$551,000**	**$0**	**$551,000**

PARK RELOCATION – 12159 CHERRYLEE (NEW)

Background, Purpose & Justification

Pioneer Park, at located at 3575 Santa Anita Avenue, was a community park with recreational facilities and the home to the Santa Fe Historical Park and the Osmond House from 1968 to 2013, but between 1930 and 1959, the El Monte Pit Disposal Site operated on the site. The El Monte Pit Disposal Site is an unpermitted facility which closed in December 1959.

Based on information obtained from various environmental investigations conducted between 2007 and 2017, soil at the site has been affected primarily by lead, as well as arsenic in one area, which are considered the chemicals of concern (COCs) for the site. As a result, the City has closed Pioneer Park to the public and is working to remediate the site. Once remediation has been completed, the City will determine whether or not to keep it, or portions of it, as a park or to repurpose the land for another use. Any portion that is not utilized as a park, the City is committed to construct a replacement park(s) that will match or exceed the same acreage as the old Pioneer Park.

The City is in the process of acquiring 12159 Cherrylee Dr for the construction of a new replacement park of Pioneer Park.

Scope of Work

This project will construct a new park.

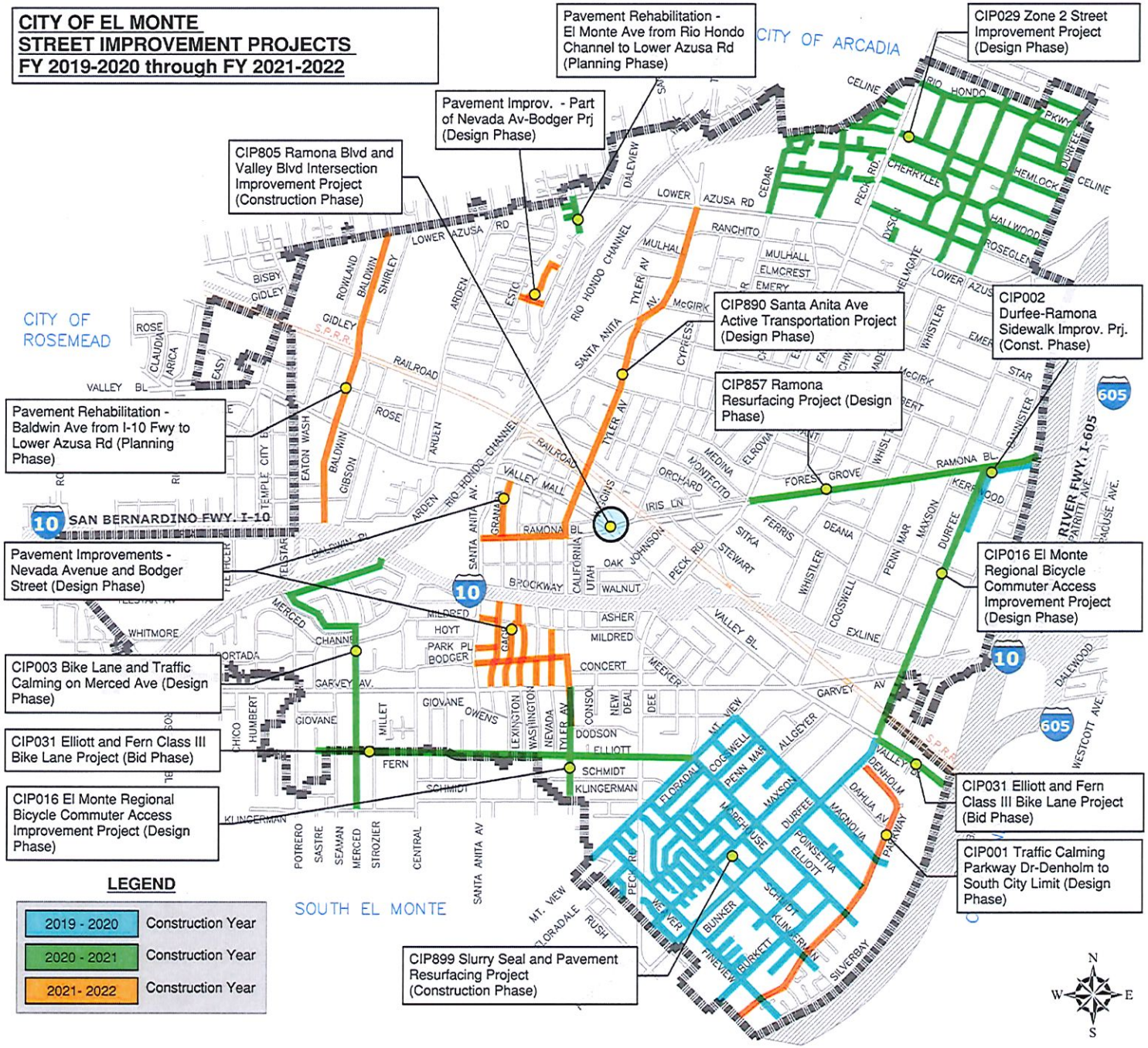
Project Cost Estimate

Administration	$10,000
Design	$0
Construction Support	$0
Construction	$0
Property Acquisition	$1,600,000
Total	**$1,610,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
EB5 Funds	$1,600,000	$0	$1,600,000	$10,000	**$1,610,000**
Total	**$1,610,000**	**$0**	**$1,610,000**	**$10,000**	**$1,610,000**

STREET AND TRAFFIC IMPROVEMENT PROJECT DESCRIPTIONS


CITY OF EL MONTE
STREET IMPROVEMENT PROJECTS
FY 2019-2020 through FY 2021-2022
Pavement Rehabilitation - El Monte Ave from Rio Hondo Channel to Lower Azusa Rd (Planning Phase)
CIP029 Zone 2 Street Improvement Project (Design Phase)
Pavement Improv. - Part of Nevada Av-Bodger Prj (Design Phase)
CIP805 Ramona Blvd and Valley Blvd Intersection Improvement Project (Construction Phase)
CIP890 Santa Anita Ave Active Transportation Project (Design Phase)
CIP002 Durfee-Ramona Sidewalk Improv. Prj. (Const. Phase)
CIP857 Ramona Resurfacing Project (Design Phase)
Pavement Rehabilitation - Baldwin Ave from I-10 Fwy to Lower Azusa Rd (Planning Phase)
Pavement Improvements - Nevada Avenue and Bodger Street (Design Phase)
CIP016 El Monte Regional Bicycle Commuter Access Improvement Project (Design Phase)
CIP003 Bike Lane and Traffic Calming on Merced Ave (Design Phase)
CIP031 Elliott and Fern Class III Bike Lane Project (Bid Phase)
CIP016 El Monte Regional Bicycle Commuter Access Improvement Project (Design Phase)
CIP031 Elliott and Fern Class III Bike Lane Project (Bid Phase)
CIP001 Traffic Calming Parkway Dr-Denholm to South City Limit (Design Phase)
CIP899 Slurry Seal and Pavement Resurfacing Project (Construction Phase)
CITY OF ARCADIA
CITY OF ROSEMEAD
SOUTH EL MONTE
SAN BERNARDINO FWY. I-10
RIVER FWY. I-605
LEGEND
2019 - 2020 Construction Year
2020 - 2021 Construction Year
2021- 2022 Construction Year
N
S
E
W

PARKWAY DR FROM DENHOLM DR TO SOUTH CITY LIMITS (CIP 001)

Background, Purpose & Justification

Parkway Drive between Denholm Drive and the south city limit is a wide residential street (approximately 60 feet wide) that is approximately 1.1 mile in length. It is currently striped for one lane in each direction with on-street parking permitted on both sides of the street. Similarly, Denholm Drive is also a wide residential street (approximately 60 feet wide) that is approximately 1,200 feet in length. It is also is striped for one lane in each direction with parking permitted on both sides of the street.

Both segments of roadway have speed humps. While speed humps force cars to move at a slower pace, they can create problems for emergency vehicles, large trucks and buses. In addition, Speed bumps generally deter non-mandatory traffic on residential streets, encouraging those drivers to choose alternative routes.

Scope of Work

The City intends to remove the existing speed humps, implement a Class IV Bike Lane and other neighborhood traffic calming measures, as deemed appropriate, on Parkway Drive and Denholm Drive. The design will be split into two phases. The first phase would involve the development of the concept/schematic plans for Parkway and Denholm Drives, followed by community outreach and consensus building of the various stakeholders. The second phase would involve finalizing the selected design and preparation of the final plans, specifications and cost estimate.

Project Cost Estimate

Administration	$20,000
Design	$280,000
Construction Support	$300,000
Construction	$2,800,000
Property Acquisition	$30,000
Total	**$3,430,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
Prop C (Local Returns)	$320,000	$0	$320,000	$0	**$320,000**
TDA	$80,000	$0	$0	$0	**$0**
SB1	$0	$0	$0	$300,000	**$300,000**
Total	**$400,000**	**$0**	**$320,000**	**$300,000**	**$620,000**

DURFEE AVE SIDEWALK IMPROVEMENTS FROM RAMONA TO KERRWOOD (CIP002)

Background, Purpose & Justification

A disabled person frequently commutes along Durfee Ave between Ramona Blvd and Kerrwood St on his wheelchair and it is evident that these sidewalks may not be ADA compliant. Therefore, it is imperative that design and improvement of these sidewalks must be ADA compliant and conform to all up-to-date codes and regulations including, but not limited to, Public Works Construction Standard Plans.

Scope of Work

The City will repair and improve sidewalks along south side of Ramona Blvd. between eastern city limit (west side of San Gabriel River Trail) and intersection of Durfee Ave & Ramona Blvd; and both sides of Durfee Ave between Ramona Blvd and 4000 block of Durfee Ave.

Project Cost Estimate

Administration	$10,000
Design	$30,000
Construction Support	$160,000
Construction	$820,000
Property Acquisition	$0
Total	$1,020,000

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
TDA	$165,314	$145,809	$19,505	$0	**$19,505**
Measure M	$827,586	$590,548	$237,038	$0	**$237,038**
Total	**$992,900**	**$736,357**	**$256,543**	**$0**	**$256,543**

BIKE LANE AND TRAFFIC CALMING IMPROVEMENT ON MERCED AVE FROM SOUTH CITY LIMITS TO RIO HONDO CHANNEL (CIP 003)

Background, Purpose & Justification

The City is planning to develop a traffic calming plan for Merced Avenue that shall include an enhanced Class IV Bike Lane; and for Towneway Drive that shall include a Class III Bike Path. Merced Avenue is a mixed, residential and commercial, use street on the south side of Garvey Avenue and residential only north of Garvey Avenue. Towneway Drive is a residential street located in the west side of the City. Merced Avenue and Towneway Drive are currently striped for one lane in each direction with on-street parking permitted on both sides of the street. Merced Avenue from Fern Street to Towneway Drive is about 0.5 mile in length and Fern Street is the City Limit bordering South El Monte. There are 2 elementary schools within 0.25 mile radius from Merced Avenue.

It is the intent of the City to provide safe bike routes and bike paths to the Rio Hondo Channel and coordinate with City of South El Monte to match or blend their ongoing design along Merced Avenue from Lerma Road to Rush Street. It is the goal of this project to improve safety for all roadway users, improve conditions for non-motorized modes of travel thereby promoting pedestrian, cycle and transit use, improve neighborhood connectivity and livability, improve the comfort of non-motorized users and help reduce the negative effects of motor vehicles on the environment.

Scope of Work

This project will develop a Traffic Calming Plan with Class IV Bike Lanes for Merced Avenue from Fern Street to Towneway Drive; and Class III Bike Route for Towneway Drive to the Rio Hondo Bike Path.

Project Cost Estimate

Once the project has been scoped, a budgetary construction estimate will be prepared.

Administration	$20,000
Design	$120,000
Construction Support	$150,000
Construction	$850,000
Property Acquisition	$0
Total	**$1,140,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
SB1	$500,000	$0	$300,000	$0	**$300,000**
Measure M	$0	$0	$0	$0	**$0**
Total	**$500,000**	**$0**	**$300,000**	**$0**	**$300,000**

EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENT PROJECT (CIP016)

Background, Purpose & Justification

The City submitted the El Monte Regional Bicycle Commuter Access Improvements project as part of the Bicycle Improvements Modal Category during the 2013 Call for Projects. The focus of the project was to create a direct bicycle connection between the LACMTA Bus Station and the Rio Hondo bicycle path, which ultimately allows access to local business centers in the downtown area, creates an alternative mode of transportation for employees to get to and from work and is utilized for recreational purposes.

Scope of Work

Design and construction of a 200-ft bicycle and pedestrian bridge that would span the Rio Hondo Channel. In addition, the installation of Class II and III Bike Paths, which would include stenciling appropriate bicycle pavement markings, designating dedicated bicycle paths where appropriate and installing signage to compliment the striping. The locations of the Class II Bike Paths include: Tyler Avenue. (Garvey Avenue to Klingerman Street) and Merced Avenue (Garvey Avenue to Towneway Avenue). The locations of the Class III Bike Paths are Towneway Drive (Merced Avenue to Brockway Street), Brockway Street (Towneway Avenue to Fletcher Park/Rio Hondo Bike Trail access ramp), Valley Boulevard (Peck Road to Santa Anita Avenue0 and Ramona Boulevard (Tyler Avenue to Valley Boulevard).

Project Cost Estimate

Administration	$14,305
Design	$130,000
Construction Support	$130,000
Construction	$1,155,695
Property Acquisition	$0
Total	**$1,430,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
MTA (Call for Projects)	$986,803	$0	$986,803	$0	**$986,803**
Prop C (Local Return)	$428,892	$0	$428,892	$14,305	**$443,197**
Total	**$1,415,695**	**$0**	**$1,415,695**	**$14,305**	**$1,430,000**

STREETSCAPES BEAUTIFICATION IMPROVEMENTS (CIP 027)

Background, Purpose & Justification

The City seeks to develop a Streetscape Beautification Improvements Master Plan which would include citywide streetscape and entryway improvement plans. The final master plan would provide a detail cost analysis and matrix for phasing and implementation of the recommended improvements. The plan will also provide a strategy for achieving a cohesive design that includes various design options that will create an inviting space for residents and visitors alike.

Scope of Work

Procure consultant services for the development of the Streetscapes Beautification Improvements Master Plan, which includes the following:

- Outreach to and Input from Stakeholders
- Recommendations for Streetscape Design Elements
- Identify Street Re-Design Elements
- Identify Complete Streets Demonstration Improvement Elements
- Conduct Analysis and Provide a Project Phasing Strategy and General Cost Breakdown/Pricing Plan
- Develop a Final Streetscapes Beautification Plan

Project Cost Estimate

Administration	$15,000
Design	$200,000
Construction Support	$0
Construction	$0
Property Acquisition	$0
Total	**$215,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Measure M	$200,000	$0	$200,000	$15,000	**$215,000**
Total	**$200,000**	**$0**	**$200,000**	**$15,000**	**$215,000**

SIDEWALK INVENTORY AND REPAIR MASTER PLAN (CIP 030)

Background, Purpose & Justification

It is the City's goal to perform a complete, citywide inventory and assessment of the City's sidewalk network resulting in a web based GIS application database of the City's sidewalk network, which will identify the location and condition of sidewalks and provide the capabilities to process and analyze the recorded data and actively manage, track and update ongoing sidewalk and curb ramp maintenance programs and conditions.

Scope of Work

Procure consultant services to:

- Establish a computer-based data collection system to collect continuous sidewalk and curb ramp service data
- Perform data collection for sidewalk and curb ramp inventory
- Provide Quality Assurance and Quality Control for the data collected
- Perform Analysis and Prepare a Report of the current and long-term sidewalk management goals and develop best sidewalk management strategies and practices

Project Cost Estimate

Administration	$10,000
Design	$120,000
Construction Support	$0
Construction	$0
Property Acquisition	$0
Total	**$130,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Measure M	$120,000	$0	$120,000	$10,000	**$130,000**
Total	**$120,000**	**$0**	**$120,000**	**$10,000**	**$130,000**

INSTALLATION OF FERN AND ELLIOTT CLASS III BIKEWAY (CIP 031)

Background, Purpose & Justification

This project was developed through the San Gabriel Valley Regional Bicycle Master Plan. The project limits on Elliott Avenue are from Santa Anita Avenue to Parkway Drive (1.6 miles) and on Fern Street from Sastre Avenue to 550' east of Sastre Avenue (0.1) miles). On May 15, 2019, the City was awarded a Metro Measure M Multi-year Subregional Program (MSP) Active Transportation Program (ATP) Grant for $582,075.

Scope of Work

This project, consisting of the installation of Class III bike routes on Elliott Avenue and Fern Street, and Class II bike lanes on Durfee Avenue and Valley Boulevard, will also include street rehabilitation work on both Fern Street and Elliott Avenue, including pavement resurfacing and curb ramp improvements. The project will also include the replacement of traffic detection loops at various signalized intersections to facilitate bicycle traffic.

Project Cost Estimate

	El Monte	South El Monte	Total
Administration	$15,000	$5,000	$20,000
Design	$55,000	$15,000	$70,000
Construction Support	$120,000	$30,000	$150,000
Construction	$1,200,000	$500,000	$1,700,000
Property Acquisition	$0	$0	$0
Total	**$1,390,000**	**$550,000**	**$1,940,000**

Funding Sources & Schedule

The boundaries of the City of El Monte and South El Monte straddle on Fern St and Elliott Ave. In order for a uniform paving project, both Cities have agreed to partner to pay for the improvements for this project. Since the City of El Monte will be administering this project, the City will be pay for the upfront cost and will be reimbursed by the City of South El Monte.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
Measure M	$57,470	$0	$57,470	$1,882,530	**$1,940,000**
Total	**$57,470**	**$0**	**$57,470**	**$1,882,530**	**$1,940,000**

STREET IMPROVEMENT PROJECT STAGING AREA RESURFACE AND REPAIR (CIP 035)

Background, Purpose & Justification

In 2019, two (2) major construction contracts were awarded via competitive bidding process to All American Asphalt (Contractor): CIP 899 - Slurry Seal and Pavement Resurfacing Project; and, CIP 805 - Ramona and Valley Boulevard Intersection Improvement Project.

For purpose of efficiently mobilizing construction equipment and material, Contractor requested permission to use City approved staging yards for each of these projects. City staff negotiated with Contractor to provide staging yards in exchange for in-kind services to provide slurry seal application of approximately 140,000 square-feet of asphalt.

Scope of Work

For the use of two (2) City approved staging yards, the Contractor agreed to provide slurry seal services at no extra cost to the City. However, structural integrity of the existing pavement is insufficient to provide expected service life of the forthcoming slurry seal. It is recommends repairing the base asphalt prior to the application of the slurry seal at a discounted unit cost that is equivalent or lower than that of the contract cost of CIP 899. Engineering staff estimates approximately 60,000 square-feet needs asphalt repair prior to application of slurry seal

Project Cost Estimate

Administration	$10,000
Design	$0
Construction Support	$15,000
Construction	$160,000
Property Acquisition	$0
Total	**$185,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Measure R	$185,000	$0	$185,000	$0	**$185,000**
Total	**$185,000**	**$0**	**$185,000**	**$0**	**$185,000**

INSTALLATION OF TRAFFIC SIGNAL AT SANTA ANITA AVENUE AND McGIRK AVENUE (CIP 802)

Background, Purpose & Justification

In 2018, there was a request for a review of the traffic control measures at the intersection of Santa Anita Avenue and McGirk Avenue with a specific concern for pedestrian and vehicular safety. A traffic signal warrant analysis was performed in March/April 2018. The results of the analysis determined that that "Interruption of Continuous Traffic was more than 80% satisfied (95%), "Four Hour Vehicular Volume" was 98% satisfied, "Peak Hour – Part B was satisfied, and "School Crossing – Part B was satisfied. As a result, a recommendation was made to install a traffic signal to enhance safety and right of way assignment at the intersection.

Scope of Work

Design and install a traffic signal including associated median island modifications. The new traffic signal will provide for enhanced vehicular and pedestrian access crossing Santa Anita Avenue at McGirk Avenue.

Project Cost Estimate

Administration	$15,000
Design	$40,000
Construction Support	$60,000
Construction	$430,000
Property Acquisition	$15,000
Total	**$560,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Measure R	$335,000	$0	$185,000	$0	**$185,000**
Gas Tax Fund (205)	$0	$0	$0	$150,000	**$150,000**
Traffic Signals Impact Fees	$0	$0	$0	$225,000	**$225,000**
Total	**$335,000**	**$0**	**$185,000**	**$225,000**	**$560,000**

RAMONA BLVD/VALLEY BLVD INTERSECTION IMPROVEMENTS (CIP805)

Background, Purpose & Justification

On September 14, 2011, the City was awarded a 2011 Metropolitan Transportation Authority (MTA) Call for Projects Grant for the Ramona and Valley Boulevard Intersection Improvement Project, CIP 805 ("Project"). The purpose of the grant was to reconfigure the intersection of Ramona Boulevard and Valley Boulevard as it creates a bottleneck along this critical transportation corridor.

Scope of Work

The Project will transform the five-legged intersection into a four-legged intersection. Improvements include, but are not limited to: adding a right turn pocket, pavement rehabilitation, raised landscaped roadway medians, roadway capacity enhancements, enhanced traffic signal and street lighting improvements, traffic signal synchronization, traffic signing and striping, concrete repairs and ADA ramp improvements, storm water quality mitigation measures, pedestrian lights, bus shelter and furniture enhancements, and a signature of the Downtown Main Street Specific Plan consisting of pedestrian lighting, landscaping, and enhanced crosswalks.

Project Cost Estimate

Administration	$0	($10,000 est)
Design	$620,000	($618,028 act)
Construction Support	$400,000	($396,445 act)
Construction	$4,460,000	($3,446,467 act)
Property Acquisition	$1,000,000	($200,706 act)
Total	**$6,480,000**	**$4,671,646**

Funding Sources & Schedule

Agreement with METRO requires the project to be completed June 30, 2020. This Project will construct Phase 1 of the project. Phase 2 construction is pending acquisition of a property.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Prop C (Local Returns)	$1,263,271	$120,571	$1,142,700	$0	**$1,142,700**
Prop C (Call for Projects)	$523,700	$523,700	$0	$0	**$0**
MTA (Call for Projects)	$1,568,409	$304,409	$1,264,000	$0	**$1,264,000**
Measure R	$1,306,266	$0	$1,306,266	$68,334	**$1,374,600**
Total	**$4,661,646**	**$0**	**$3,712,966**	**$68,334**	**$3,781,300**

SAFE ROUTE TO SCHOOL PROGRAM, CYCLE 10 (CIP831)

Background, Purpose & Justification

The goal of the Safe Routes to School (SR2S) program is to improve safety awareness by encouraging schoolchildren to take on a healthier lifestyle by walking and bicycling to school. The program continues to stress the importance of addressing traffic calming measures that help secure the path of travel. As part of a grant-funded Pedestrian Safety Assessment (PSA), an engineering study analyzing the existing field conditions and current traffic patterns at the intersection of Mountain View Road, Elliott Avenue and Meeker Avenue (known as "Little Five Points") was performed. This five-leg intersection is all-way stop controlled in a mostly commercial area, with a restaurant. Although there is a low rate of collisions at this intersection, a significant amount of pedestrian activity was observed crossing the roadways.

Although alternatives were proposed (i.e. installation of a traffic signal) for this intersection, it was determined that traffic calming measures such as the proposed single-lane roundabout would be most likely to diminish the risks faced by those walking and biking to school. The proposed design will provide for shortened crosswalk distances and added benefits of traffic calming and potential for a bike lane at this intersection.

Scope of Work

This Project will design, install a demonstration project and construct a traffic circle at the intersection of Mountain View Road, Elliott Avenue and Meeker Avenue. Intersection improvements to implement a single-lane roundabout configuration that will replace an existing five-point all-way stop controlled intersection at the intersection of Mountain View Road, Elliot Avenue and Meeker Avenue.

Project Cost Estimate

The demonstration project will be constructed first for feedback from the community, which is estimated to cost $200,000.

Administration	$15,000
Design	$110,000
Construction Support	$110,000
Demonstration Project	$100,000
Construction	$1,200,000
Property Acquisition	$0
Total	**$1,535,000**

Funding Sources & Schedule

The City was awarded a $450,000 Safe Route to School (Cycle 10) Grant in 2012. This grant has a 10% match funding requirement.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
Measure R Funds	$150,000	$83,600	$66,400	$935,000	**$1,001,400**
SR25 Funds	$0	$0	$0	$450,000	**$450,000**
Total	**$150,000**	**$83,600**	**$66,400**	**$1,385,000**	**$1,451,400**

RAMONA-BADILLO TRAFFIC SIGNAL SYNCHRONIZATION AND BUS SIGNAL PRIORITY PROJECT (CIP838)

Background, Purpose & Justification

The Ramona Boulevard/Badillo Street Traffic Signal Synchronization and Bus Signal Priority Project will also establish a bus signal priority (BSP) corridor on Ramona Boulevard/Badillo Street to give transit priority for Foothill Transit operations to improve run times with minimal impact on cross street traffic. This may involve intersection and on-board hardware and software improvements,

These combined elements should result in an overall improvement in mobility within the region, which in turn will reduce costs for transit operators, motorists, and goods movement. Reductions in air pollution and other congestion-related factors will also occur. The new transit service will connect many north/south bus lines, park and ride lots and serve dozens of major activity centers.

Scope of Work

This traffic signal synchronization component of this project involves synchronizing traffic signals on Ramona Boulevard/Badillo Street/Covina Boulevard from Santa Anita Avenue to the 57 Freeway. The project will improve traffic signal operation by providing additional vehicle detection to enable operation as a fully traffic actuated signal and installing the appropriate components to enable each signal to be capable of time- based coordination. Additionally, detection for bicycles is added per Caltrans Policy Directive 09-06. The traffic signals will be retimed to improve the overall progression of traffic.

The bus signal priority portion of this project involves installing intersection and on-board hardware and software improvements for BSP, which may also include a small central system component. The limits of the Ramona Boulevard/Badillo Street BSP project is from Tyler Avenue to Grand Avenue.

Project Cost Estimate

Administration	$5,738
Design	$0
Construction Support	$0
Construction	$141,262
Property Acquisition	$0
Total	**$147,000**

Funding Sources & Schedule

This is a cooperative agreement between the LACDPW and cities of El Monte, Baldwin Park, Covina, and West Covina. LACDPW will be managing the Ramona Boulevard/Badillo Street Traffic Signal Synchronization and Bus Signal Priority Project with the cities providing a portion of the funding.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Prop C (local Returns)	$0	$0	$0	$147,000	**$147,000**
Total	**$0**	**$0**	**$0**	**$147,000**	**$147,000**

SHARED PARKING PROGRAM – SMART PARKING (CIP846)

Background, Purpose & Justification

The City seeks to develop and implement a smart parking detection system and shared parking program to effectively utilize existing parking capacity in the Downtown El Monte area. Downtown El Monte possesses many of the attributes required for its transformation into a transit-oriented district, including the diverse and varied land uses located within a close, walkable distance to one another, well established and interconnected roadway network, and the presence of regional and local transit facilities.

The establishment of the parking district will allow for a reduction in automobile travel by increasing the internal capture of trips generated by existing and future development (including residential) through a coupling of trips. Also, the shared-use parking district will allow for the more efficient use of available land to support a more intensified and transit supported land use pattern that will emphasize transit use and non-motorized travel as a viable alternative to the use of private automobiles. A recent study conducted by the City of El Monte supports the use of shared parking associated with a parking resource management system to reduce congestion and decrease the need to build new parking lots.

Scope of Work

This project consists of a two phased approach: 1) implementation of a shared-use parking district for Downtown El Monte; and 2) development of a shared parking mobile application system to assist in locating parking lots and available spaces within the vicinity of Downtown El Monte, El Monte Transit Center and the Metrolink Station.

Project Cost Estimate

Administration	$25,000
Design	$175,000
Construction Support	$30,000
Construction	$401,496
Property Acquisition	$0
Total	**$631,496**

Funding Sources & Schedule

On March 2016, the City was awarded $315,748 from LACMTA's 2011 Call for Projects. The City is required to 50/50 match funding.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
LACMTA Grant	$0	$0	$0	$315,748	**$315,748**
Parking Business Improvement Fund	$159,500	$0	$159,500	$156,248	**$315,748**
Total	**$159,500**	**$0**	**$159,500**	**$471,996**	**$631,496**

3-YR PMP: RAMONA BLVD RESURFACING FROM PECK RD TO EAST CITY LIMITS (CIP 857)

Background, Purpose & Justification

On October 15, 2019, the City Council approval to receive and file the 2019 Pavement Management System Report, which is a report that assess the condition of the road network and to develop cost effective work programs that the City can implement over the next number of years. Subsequently, Staff prepared a 3-year Pavement Management Plan to program projects over the next three year (fiscal years 2020-2022).

The Ramona Boulevard Corridor provides important connectivity throughout the City and is a vital link between the LA Metro El Monte station, downtown El Monte, and the I-605 Freeway. The project's goals encompass not only improving pavement condition, but also enhancing pedestrian and ADA accessibility, and implementing low-impact development goals. The 3-year Pavement Management Plan identified the Ramona Blvd resurfacing from Peck Rd to the San Gabriel River within fiscal year 2020-21.

Scope of Work

This project is for pavement rehabilitation including Americans with Disabilities Act (ADA) enhancements and upgrades, drainage and low impact development analysis, and right of way acquisition.

Project Cost Estimate

Administration	$27,000	($45,069 est)
Design	$270,000	($138,420 act)
Redesign	$0	($392,718 act)
Construction Support	$270,000	($295,493 act)
Construction	$2,700,000	($3,240,000 est)
Property Acquisition	$30,000	($28,300 act)
Total	**$3,297,000**	**$4,140,000**

Funding Sources & Schedule

The Project is to be funded using Federal Surface Transportation Program – Local (STP-L) funds awarded to the City of El Monte. This project is subject to state and federal regulations and procurement requirements.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Prop C (Local Returns)	$255,000	$0	$255,000	$0	**$255,000**
Gas Tax	$129,903	$0	$0	$0	**$0**
STP-L	$1,982,251	$122,551	$1,859,700	$1,140,000	**$2,999,700**
Measure R	$762,749	$310,349	$452,400	$0	**$452,400**
Total	**$3,129,903**	**$432,900**	**$2,567,100**	**$1,140,000**	**$3,707,100**

SANTA ANITA AVENUE ACTIVE TRANSPORTATION (CIP890)

Background, Purpose & Justification

The overall objective of the Santa Anita Avenue Active Transportation Project is to transform Santa Anita Avenue into a multimodal, complete, "smart" corridor and to create a sense of place for central El Monte. The Project aims to optimize the El Monte Station so that commuters will choose to use the El Monte Station bus services to reach destinations in more congested areas of the County and not use Interstate 10. Expected increases in transit and non-motorized, green modes will put pressure on Santa Anita Avenue as a multimodal roadway and not just a bus and auto roadway leading to and from Interstate 10.

The project will also help to better connect the transit and land uses, including the El Monte Station, west of Santa Anita Avenue with the transit and land uses east of Santa Anita Avenue, including Metrolink. Santa Anita Avenue is a major transportation spine in the City. The Project is intended to facilitate modal crossings and reduce the hazards of modal conflicts.

Scope of Work

The project includes pedestrian and bicycle safety, connectivity and wayfinding improvements along Santa Anita Avenue to encourage more bicycling and walking to the El Monte Station and Downtown El Monte and make the corridor safer for active transportation modes given the high auto and bus traffic volumes. Improvements include installation of Class II and III bikeways, enhanced crosswalk safety, innovative technology using cameras and video of intersection congestion for real-time demand management, signal timing improvements and wayfinding signage.

Project Cost Estimate

Administration	$37,900
Design	$110,000
Construction Support	$150,000
Construction	$920,000
Property Acquisition	$0
Total	**$1,217,900**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
TDA	$120,000	$2,100	$117,900	$0	**$117,900**
Special Grant	$633,782	$0	$633,782	$0	**$633,782**
Total	**$753,782**	**$2,100**	**$751,682**	**$0**	**$751,682**

3-YR PMP: ZONE 1 SLURRY SEAL AND OVERLAY PROJECT FOR THE MOUNTAIN VIEW RD, MAGNOLIA ST, PARKWAY DR AND FINEVIEW ST AREA (CIP 899)

Background, Purpose & Justification

On October 15, 2019, the City Council approval to receive and file the 2019 Pavement Management System Report, which is a report that assess the condition of the road network and to develop cost effective work programs that the City can implement over the next number of years. Subsequently, Staff prepared a 3-year Pavement Management Plan to program projects over the next three year (fiscal years 2020-2022).

The 3-year Pavement Management Plan identified the Zone 1 Slurry Seal and Overlay Project to be completed within fiscal year 2019-20 and the project limits are bounded by Mountain View Rd, Magnolia St, Parkway Dr and Fineview St.

Scope of Work

This project will slurry seal, cape seal, asphalt overlay and spot reconstruction as required within the above-mentioned project limits.

Project Cost Estimate

Administration	$5,000
Design	$10,000
Construction Support	$350,000
Construction	$5,268,000
Property Acquisition	$0
Total	**$5,633,000**

Funding Sources & Schedule

The City received a Rubberized Pavement Grant from CalRecycle on April 2020.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
SB-1	$3,425,942	$729,142	$2,696,800	$0	**$2,696,800**
SB-425	$1,202,282	$644,982	$557,300	$0	**$557,300**
Measure R	$900,000	$0	$900,000	$0	**$900,000**
Rubberized Pavement Grant	$85,000	$0	$85,000	$0	**$85,000**
Total	**$5,613,224**	**$1,374,124**	**$4,239,100**	**$0**	**$4,239,100**

ELECTRIC VEHICLE CHARGING STATIONS AT PUBLIC WORKS YARD

Background, Purpose & Justification

Mobile Source Air Pollution Reduction Review Committee's (MSRC) "2017 Local Government Partnership Program" has a focus on zero and near-zero emission vehicles and their supporting infrastructure. The MSRC set aside a funding amount for each city and county to participate. In 2018, City staff applied for and received funding through the MSRC "2017 Local Government Partnership Program."

The following two (2) items were approved: 1.) Procurement of an electric, zero-emission flatbed truck; and 2.) Purchase and installation of two (2) dual electric vehicle (EV) charging stations to be installed at the City of El Monte's Public Works Maintenance and Transportation Divisions' Yard located at 3990 Arden Drive. On April 22, 2019, Council approved the purchase of one (1) electric 2019 Ford E-450 Super-Duty Flatbed Truck. This Public Works Maintenance Division truck was purchased and is now in service. This project will install electric vehicle (EV) charging stations, which will be used for City-owned electric vehicles only.

Scope of Work

This project will install Two (2) dual EV charging stations, which will provide four (4) EV charging ports to charge four (4) vehicles at a time at the Arden Yard. The EV charging stations will require trenching, electrical work, underground conduit, installation of conductors for a circuit from the main electrical panel board to the new outdoor electrical charging stations' panel board, along with road surface striping.

Project Cost Estimate

Administration	$0
Design	$0
Construction Support	$0
Construction	$40,400
Property Acquisition	$0
Total	**$40,400**

Funding Sources & Schedule

Funding through MSRC will cover fifty percent (50%) of the total project cost which includes a 10 percent (10%) contingency. Per grant guidelines, MSRC will reimburse the City up to $20,171 once project invoices are paid. MSRC revenues received are required to be returned to Measure R transportation funding source.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
MSRC Grant	$0	$0	$0	$0	**$0**
Measure R	$0	$0	$0	$40,400	**$40,400**
Total	**$0**	**$0**	**$0**	**$40,400**	**$40,400**

BUS STOP IMPROVEMENT PROJECT

Background, Purpose & Justification

In the 2019 Transit Service Evaluation, the study made recommendations to improve bus stop amenities and this project was developed to implement the recommendations.

Scope of Work

Work will be done to signage and bus stop improvements. For proper bus stop signage, a unified branding of bus signage will improve brand awareness and value to both current and potential riders. This project will develop and install new uniform signage and consolidate the location of the signage for all bus providers onto one pole per location.

In addition, Foothill Transit developed a Bus Stop Enhancement Program (BSEP) to aid cities and counties within the service area of Foothill Transit with funding for bus stop enhancements. Through this grant, the bus stop improvements will be made at ten (10) bus stops on Cogswell Road between Lower Azusa Road and Garvey Avenue (the "Project"). This section of Cogswell Road is heavily utilized by Foothill Transit's 178 Line, running in both north and southbound directions. This project will replace nine (9) old, deteriorating benches and trash receptacles; add one (1) new bench and trash receptacle at a location that currently is without amenities; and to purchase and place one (1) new solar-lighted bus stop shelter at an existing bus stop.

Project Cost Estimate

Administration	$0
Design	$10,000
Construction Support	
Construction	$402,000
Property Acquisition	$0
Total	**$412,000**

Funding Sources & Schedule

The City has received a $40,000 Foothill Transit developed a Bus Stop Enhancement Grant. This will supplement all of the City General Fund obligations for this project and a portion of the Prop C (Local Returns) Funds.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
Prop C (Local Returns)	$402,000	$0	$402,000	$0	**$402,000**
Foothill Transit BSEP Grant	$0	$0	$0	$0	**$0**
General Funds	$10,000	$0	$10,000	$0	**$10,000**
Total	**$412,000**	**$0**	**$412,000**	**$0**	**$412,000**

PAVEMENT IMPROVEMENTS – NEVADA AVENUE AND BODGER STREET AREA

Background, Purpose & Justification

Neighborhood bound by I-10 Fwy, Tyler Ave, Garvey Ave, and Santa Anita Ave is currently under design to replace and update water and sewer lines. Pavement in this area consists of Asphalt and Concrete pavement. Many of the street segments in this area are in poor condition. The City proposes to improve the overall condition of the pavement in this area upon completion of the utility replacement work. Proposed pavement work will improve the overall condition of City's street assets and drainage of storm water within the proposed area.

Scope of Work

Conduct pavement condition testing and prepare pavement rehabilitation design for: patch repair, grind and overlay, full depth reconstruction, new curb and gutter at various locations, new cross gutters at various locations, new driveway approach at various locations.

Project Cost Estimate

Administration	$15,000
Design	$200,000
Construction Support	$200,000
Construction	$2,000,000
Property Acquisition	$0
Total	$2,415,000

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
SB1	$200,000	$0	$0	$0	**$0**
Measure M	$0	$0	$0	2,415,000	**$2,415,000**
Total	**$200,000**	**$0**	**$0**	**$2,415,000**	**$2,415,000**

LOWER AZUSA RD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

Background, Purpose & Justification

The Lower Azusa Rd Traffic Signal Synchronization Project will improve run times with minimal impact on cross street traffic. This may involve intersection and on-board hardware and software improvements,

These combined elements should result in an overall improvement in mobility within the region, which in turn will reduce costs for transit operators, motorists, and goods movement. Reductions in air pollution and other congestion-related factors will also occur. The new transit service will connect many north/south bus lines, park and ride lots and serve dozens of major activity centers.

Scope of Work

This is a multi-agency project that affect the Cities of Rosemead, Temple City, Arcadia, Irwindale, Baldwin and El Monte but will be administered the Los Angeles County Department of Public Works. This traffic signal synchronization component of this project involves synchronizing traffic signals on Lower Azusa Rd from Rosemead Blvd in the City of Rosemead to the Maine Ave in the City of Baldwin. The project will improve traffic signal operation by providing additional vehicle detection to enable operation as a fully traffic actuated signal and installing the appropriate components to enable each signal to be capable of time- based coordination. The traffic signals will be retimed to improve the overall progression of traffic.

Project Cost Estimate

Administration	$15,000
Design	$0
Construction Support	$0
Construction	$285,000
Property Acquisition	$0
Total	**$300,000**

Funding Sources & Schedule

LACDPW will be managing this Project with the participating cities providing a portion of the funding.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
Prop C (local Returns)	$0	$0	$0	$300,000	**$300,000**
Total	**$0**	**$0**	**$0**	**$300,000**	**$300,000**

EL MONTE VISION ZERO ACTION PLAN

Background, Purpose & Justification

According to the most recent data on collisions resulting in injury or death, the City of El Monte fared 4th worst for pedestrians 65 or older, 3rd worst for bicyclists, and 3rd worst for bicyclists under the age of 15, among 57 similarly sized cities statewide (CA Office of Traffic Safety, 2015 data). Recognizing the gravity of this issue, the need to improve roadway safety for all residents, and the many benefits of creating safer conditions for walking, biking and other forms of active transportation for the environment, public health, and quality of life, the El Monte City Council formally adopted a formal Vision Zero resolution in February 2017, becoming one of the first communities in southern California to do so.

The development of a local Vision Zero Action Plan will help the City implement its adopted resolution and prioritize limited resources to reduce serious injuries and fatalities on local streets. The plan will analyze traffic collision data for the 9.7 square mile community to identify and develop a 'High-Injury Network' of streets that experience the most serious and fatal traffic collisions. With the input and feedback of residents impacted by high rates of traffic violence, this analysis will then be translated into a menu of action steps, with specific focus and emphasis placed on interventions and strategies which will produce the most safety benefit for each future transportation dollar invested into the community.

Scope of Work

El Monte Vision Zero Action Plan will examine city-wide data on collisions that result in serious injury and death, identify a `High-Injury Network' of streets and intersections, and recommend evidence-based strategies to improve roadway safety for all road users. Action Plan recommendations will help focus future transportation investments where they will have the greatest safety benefit. City staff, stakeholders and consultants will work in tandem to produce a robust, community-driven Plan.

Project Cost Estimate

Administration	$0
Design	$250,000
Construction Support	$0
Construction	$0
Property Acquisition	$0
Total	**$250,000**

Funding Sources & Schedule

The City was award a Southern California Association of Governments (SCAG) 2018 Sustainable Communities Planning Grant for $250,000. There is no matching requirement for this grant. The projects will begin 2020 and is estimated to finish by 2023.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
2018 Sustainable Communities Planning Grant	$0	$0	$0	$250,000	**$250,000**
Total	**$0**	**$0**	**$0**	**$250,000**	**$250,000**

SSAR PROJECT-PECK RD AND GARVEY AVE SIGNAL INTERSECTION IMPROVEMENTS

Background, Purpose & Justification

On March 3, 2020, the City Council approval to receive and file the 2019 Systemic Safety Analysis Report (SSAR), which is a proactive safety report that focuses on evaluating an entire roadway network using collision history on an aggregate basis to identify high-risk roadway characteristics. This report identified all intersections within the City that meet California Department of Transportation (CalTrans) and California Highway Safety Improvement Program (HSIP) and analyzed collisions at these locations dating back to 2013. Following HSIP guidelines, "crash severity" is determined with Equivalent Property Damage Only (EPDO) scores by assigning weighting factors to collisions. Using these data, thirteen (13) intersections and ten (10) roadway segments were identified that meets CalTrans and HSIP grant funding requirement.

Peck Rd and Garvey Ave are both classified as a major arterial under the City's General Plan and bus stops are provided on Garvey for Foothill Transit and the City's Orange Route. The intersection ranks seventh based on total collision frequency and has the highest EPDO score among all intersections in the City of El Monte. Broadside collisions were the most common collision types.

Scope of Work

Based on the 2019 SSAR field review and collision analysis, this project will be installing a left-turn protected permissive phase at the eastbound and northbound approaches to reduce the probability of left-turn crashes.

Project Cost Estimate

Administration	$10,000
Design	$15,000
Construction Support	$15,000
Construction	$120,000
Property Acquisition	$0
Total	**$160,000**

Funding Sources & Schedule

The City will pursue HSIP funding but will not be shown until funding has been approved by CalTrans.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
HSIP	$0	$0	$0	$0	**$0**
Measure M	$0	$0	$0	$160,000	**$160,000**
Total	**$00**	**$0**	**$0**	**$160,000**	**$160,000**

SSAR PROJECT-TYLER AVE AND MAIN ST SIGNAL INTERSECTION IMPROVEMENTS

Background, Purpose & Justification

On March 3, 2020, the City Council approval to receive and file the 2019 Systemic Safety Analysis Report (SSAR), which is a proactive safety report that focuses on evaluating an entire roadway network using collision history on an aggregate basis to identify high-risk roadway characteristics. This report identified all intersections within the City that meet California Department of Transportation (CalTrans) and California Highway Safety Improvement Program (HSIP) and analyzed collisions at these locations dating back to 2013. Following HSIP guidelines, "crash severity" is determined with Equivalent Property Damage Only (EPDO) scores by assigning weighting factors to collisions. Using these data, thirteen (13) intersections and ten (10) roadway segments were identified that meets CalTrans and HSIP grant funding requirement.

Tyler Ave is classified as a secondary arterial and Main St is classified as a local street under the City's General Plan. The intersection ranks third based on total collision frequency and has the 13th EPDO score among all intersections in the City of El Monte. The majority of the collisions occurred in the east/west direction between vehicles proceeding straight (running red light) and making turns.

Scope of Work

Based on the 2019 SSAR field review and collision analysis, this project will be installing a installing mast arm signals in the eastbound and westbound directions of travel to improve the red light visibility to motorists.

Project Cost Estimate

Administration	$10,000
Design	$15,000
Construction Support	$15,000
Construction	$100,000
Property Acquisition	$0
Total	**$140,000**

Funding Sources & Schedule

The City will pursue HSIP funding but will not be shown until funding has been approved by CalTrans.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
HSIP	$0	$0	$0	$0	**$0**
Measure M	$0	$0	$0	$140,000	**$140,000**
Total	**$0**	**$0**	**$0**	**$140,000**	**$140,000**

SSAR PROJECT-MOUNTAIN VIEW RD AND VALLEY BLVD TRAFFIC INTERSECTION IMPROVEMENTS

Background, Purpose & Justification

On March 3, 2020, the City Council approval to receive and file the 2019 Systemic Safety Analysis Report (SSAR), which is a proactive safety report that focuses on evaluating an entire roadway network using collision history on an aggregate basis to identify high-risk roadway characteristics. This report identified all intersections within the City that meet California Department of Transportation (CalTrans) and California Highway Safety Improvement Program (HSIP) and analyzed collisions at these locations dating back to 2013. Following HSIP guidelines, "crash severity" is determined with Equivalent Property Damage Only (EPDO) scores by assigning weighting factors to collisions. Using these data, thirteen (13) intersections and ten (10) roadway segments were identified that meets CalTrans and HSIP grant funding requirement.

Valley Blvd is classified as a major arterial and Mountain View Rd is classified as a collector street under the City's General Plan. The intersection ranks ninth based on total collision frequency and second EPDO score among all intersections in the City of El Monte.

Scope of Work

Based on the 2019 SSAR field review and collision analysis, this project will be upgrading all 8-inch traffic signal heads to 12-inches; upgrading the existing pedestrian signal to provide countdown features at all approaches; improving signal timing coordination with the adjacent intersection at Garvey Ave and Valley Blvd; and installing ADA-compliant curb ramps at the southwest and northeast corners of the intersection.

Project Cost Estimate

Administration	$10,000
Design	$15,000
Construction Support	$15,000
Construction	$110,000
Property Acquisition	$0
Total	**$150,000**

Funding Sources & Schedule

The City will pursue HSIP funding but will not be shown until funding has been approved by CalTrans.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
HSIP	$0	$0	$0	$0	**$0**
Measure M	$0	$0	$0	$150,000	**$150,000**
Total	**$0**	**$0**	**$0**	**$150,000**	**$150,000**

3-YEAR CITYWIDE PAVEMENT MANAGEMENT PLAN (3-YR PMP) PROJECTS

Background, Purpose & Justification

The Highway Performance Monitoring System (HPMS) is a federally mandated planning study designed by the Federal Highway Administration (FHWA) and implemented as a continuing information system that includes data collection, analysis, and analytical modeling, which is based on the 2017 California Public Road Data by the State of California Department of Transportation, Division of Transportation System Information. On the local level, cities also put in place methodologies to prioritize roadway maintenance needs through the use of a Pavement Management System (PMS). In addition, Proposition C requires that cities develop a PMS and update it triennially in order to use Proposition C funds for street improvement projects. The City filed its last PMS certification in 2015. An update is required before any Proposition C funds can be programmed for street improvements.

Scope of Work

The Purpose of 3-yr Pavement Plan is to outline consistent and efficient implementation of annual pavement projects based on pavement degradation analysis from PMS Report and to move forward with a systemic program of preservation, repair and improvement of the local, collector and arterial streets in the City. There will be three components to each annual street maintenance program, which consists of the following:

- Improvements on prioritized arterial streets (roadway overlay, ADA ramps, curb and gutter repairs and median island upgrades)
- Improvements on prioritized areas (local street slurry seals and cape seals)
- Miscellaneous repairs (slurry seals, miscellaneous roadway and concrete repairs on an as-needed basis)

Project Cost Estimate

Administration	$0
Design	$1,084,500
Construction Support	$1,084,500
Construction	$10,845,000
Property Acquisition	$0
Total	**$13,014,000**

Funding Sources & Schedule

3-yr PMP budget for specific projects have been identified herein and has been separated out. Funding shown here is to cover designs for future projects and for miscellaneous repair projects identified within the 3-yr PMP.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
Measure M	$0	$0	$0	$600,000	**$600,000**
Measure R	$93,000	$0	$0	$400,000	**$400,000**
General Fund	$10,000	$0	$0	$0	**$0**
Total	**$5,226,000**	**$0**	**$0**	**$1,000,000**	**$1,000,000**

3-YR PMP: ZONE 2 SLURRY SEAL AND OVERLAY PROJECT FOR THE CEDAR AVE, LOWER AZUSA RD, TO EAST AND NORTH CITY LIMITS AREA

Background, Purpose & Justification

On October 15, 2019, the City Council approval to receive and file the 2019 Pavement Management System Report, which is a report that assess the condition of the road network and to develop cost effective work programs that the City can implement over the next number of years. Subsequently, Staff prepared a 3-year Pavement Management Plan to program projects over the next three year (fiscal years 2020-2022).

In 2019, San Gabriel Valley Water Company (SGVWC) purchased Rurban Water and as part of the acquisition, SGVWC replaced all Rurban Water waterlines. As a permit requirement for trench repair, SGVWC repaved the half-width of the street where the waterline was installed. In order to achieve a uniform pavement performance and homogeneous appearance, the 3-year Pavement Management Plan identified the Zone 2 Slurry Seal and Overlay Project to be completed within fiscal year 2020-21. The project limits are bounded by Ceder Ave to the west, Lower Azusa Rd to the south and the City limits to the east and north and the scope does not include work on Lower Azusa Rd and Peck Rd.

Scope of Work

This project will slurry seal, cape seal, asphalt overlay and spot reconstruction as required within the above-mentioned project limits.

Project Cost Estimate

Administration	$27,000
Design	$270,000
Construction Support	$270,000
Construction	$2,700,000
Property Acquisition	$0
Total	**$3,267,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
SB-1	$0	$0	$0	$1,900,000	**$1,900,000**
Measure R	$0	$0	$0	$1,367,000	**$1,367,000**
Total	**$0**	**$0**	**$0**	**$3,267,000**	**$3,267,000**

3-YR PMP: BALDWIN AVE FROM I-10 FWY TO LOWER AZUSA RD PAVEMENT REHABILITATION

Background, Purpose & Justification

On October 15, 2019, the City Council approval to receive and file the 2019 Pavement Management System Report, which is a report that assess the condition of the road network and to develop cost effective work programs that the City can implement over the next number of years. Subsequently, Staff prepared a 3-year Pavement Management Plan to program projects over the next three year (fiscal years 2020-2022).

The 3-year Pavement Management Plan identified the segment of Baldwin Avenue between I-10 Fwy and Lower Azusa Blvd in need of pavement rehabilitation. Of the eighteen (18) areas surveyed, Baldwin Avenue was listed as a priority based on Area-Weighted Cost Effectiveness in the 2019 Pavement Management System Report. This proposed work avoids major repairs in the future.

Scope of Work

The proposed project will provide AC and PCC pavement rehabilitation along Baldwin Avenue between I-10 Fwy and Lower Azusa Blvd, including Americans with Disabilities Act (ADA) enhancements and upgrades, drainage analysis, and right of way acquisition.

Project Cost Estimate

Administration	$0
Design	$100,000
Construction Support	$50,000
Construction	$450,000
Property Acquisition	$0
Total	**$600,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	**FY 2020-21 Total Request**
SB-1	$0	$0	$0	$600,000	**$600,000**
Measure M	$0	$0	$0	$0	**$0**
Total	**$0**	**$0**	**$0**	**$600,000**	**$600,000**

3-YR PMP: EL MONTE AVE FROM RIO HONDO CHANNEL TO LOWER AZUSA RD PAVEMENT REHABILITATION

Background, Purpose & Justification

On October 15, 2019, the City Council approval to receive and file the 2019 Pavement Management System Report, which is a report that assess the condition of the road network and to develop cost effective work programs that the City can implement over the next number of years. Subsequently, Staff prepared a 3-year Pavement Management Plan to program projects over the next three year (fiscal years 2020-2022).

The 3-year Pavement Management Plan identified the Zone 3 Slurry Seal and Overlay Project to be completed within fiscal year 2021-22 and the project limits are bounded by Arden Dr to the west, Rio Hondo Channel to the east, Lower Azusa Rd to the north and the Union Pacific Railroad to the south. Before Zone 3 work can begin, segments that require pavement reconstruction will be fixed in fiscal year 2020-21, which includes the segment of El Monte Ave from Lower Azusa Rd to Ranger Ave, including reconstruction of Ellen St and Douglas St cul-de-sacs that are also connected to El Monte Ave.

Scope of Work

This project will rehabilitate the pavement for the segment of El Monte Ave from Lower Azusa Rd to Ranger Ave, including the Ellen St and Douglas St cul-de-sacs that are also connected to El Monte Ave. Work will include Americans with Disabilities Act (ADA) enhancements and upgrades, drainage and low impact development analysis, and right of way acquisition if necessary.

Project Cost Estimate

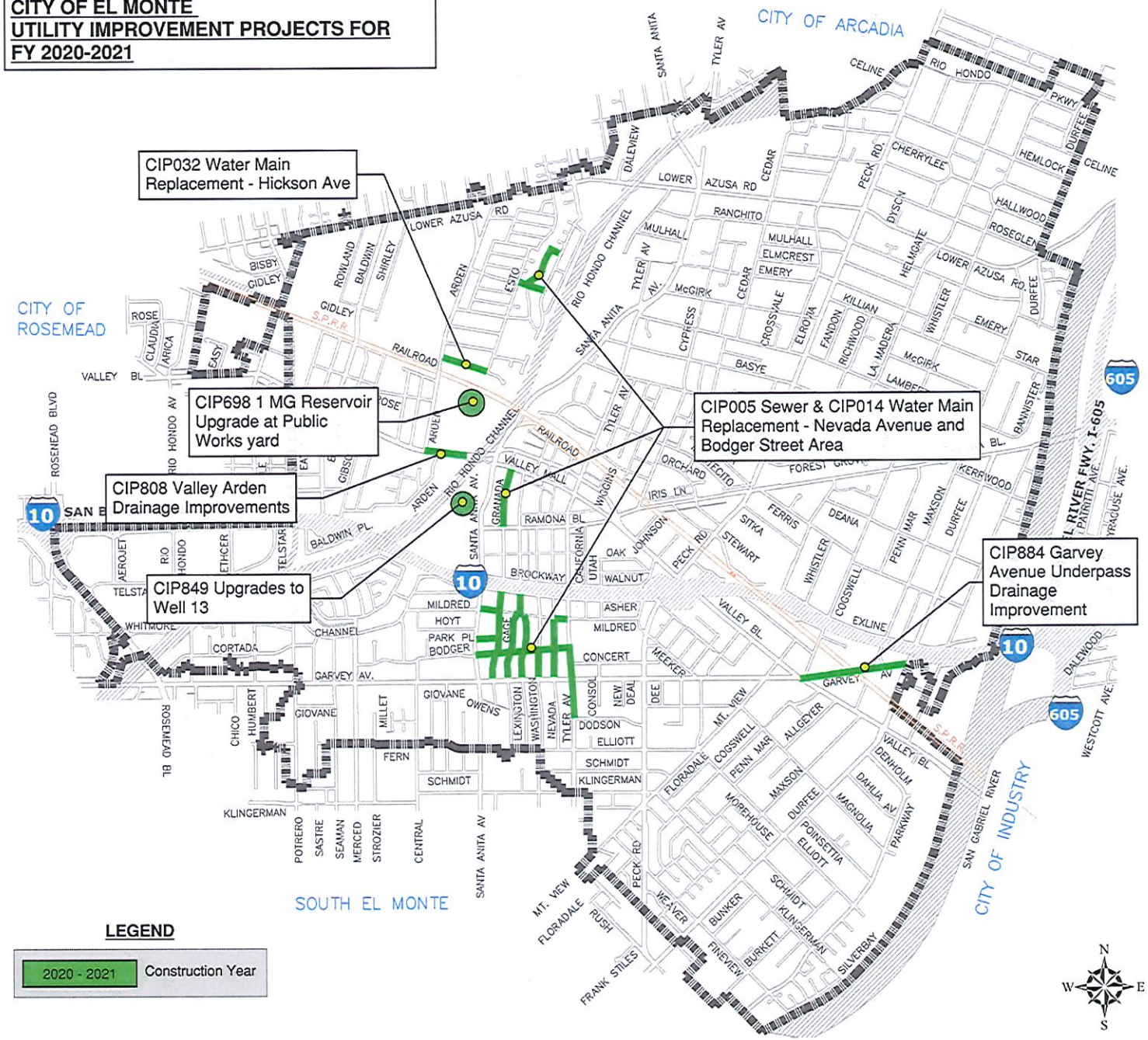
Administration	$5,000
Design	$40,000
Construction Support	$35,000
Construction	$200,000
Property Acquisition	$15,000
Total	**$295,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
SB-1	$0	$0	$0	$ 0	**$0**
Street Impact Fees Fund	$0	$0	$0	$295,000	**$295,000**
Total	**$0**	**$0**	**$0**	**$295,000**	**$295,000**

UTILITIES IMPROVEMENT PROJECT DESCRIPTIONS

CITY OF EL MONTE
UTILITY IMPROVEMENT PROJECTS FOR FY 2020-2021



SEWER REPLACEMENT - NEVADA AVENUE AND BODGER STREET AREA (CIP005)

Background, Purpose & Justification

The Department of Public Works maintains over 130 miles of sanitary sewers and seven (7) pump stations. Most of the sewer lines were installed over 50 years ago and are made of vitrified clay material ranging from 6 to 12 inches in diameter. Based upon the last Sewer Master Plan, the sewer segment on Mildred Street and Bodger is undersized for current wastewater flows. In certain segments, the sewer pipe is currently under residential property and in some instances lies under private properties making inspection, maintenance, and repair challenging when ensuring the highest level of service. In fiscal year 2017-18, the City budgeted to design the sewer replacement within the surroundings of Nevada and Bodger Area.

Scope of Work

The objective of the Project is to complete the design and secure approval of all plans, specifications, estimates, and permits from all applicable agencies in order to immediately thereafter advertise, bid, and award a construction contract. The purpose of this project is to relocate sewers that traverse private property and to reconnect laterals to relocated sewers.

Project Cost Estimate

Administration	$15,000
Design	$400,000
Construction Support	$400,000
Construction	$7,200,000
Property Acquisition	$0
Total	**$8,015,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Sewer Fund	$1,200,000	$101,000	$1,099,000	$6,815,000	**$7,914,000**
Total	**$1,200,000**	**$101,000**	**$1,099,000**	**$6,815,000**	**$7,914,000**

WATER MAIN REPLACEMENT - GRANADA, GAGE, LEXINGTON, NEVADA, WASHINGTON (CIP014)

Background, Purpose & Justification

On June 4, 2018, the City approved the refinancing of the El Monte Water Authority Revenue Bonds Series 2018A to replace aging infrastructure that has caused a failure to the water mains. The water lines on Laurelhurst, Bodger, Granada, Gage, Lexington, Washington, Nevada, Tyler, Shasta, and Emery area were installed close to 90 years ago and have reached their natural life spans. The aging infrastructure steel pipes have become corroded and deteriorated. This has resulted periodic leaks causing the Public Works Maintenance to routinely perform maintenance repairs.

Scope of Work

The Water Main Replacement Project, CIP 014 will replace approximately 12,400 lineal feet of damaged water main lines within the areas of Laurelhurst, Bodger, Granada, Gage, Lexington, Washington, Nevada, Tyler, Shasta, and Emery.

Project Cost Estimate

Administration	$15,000
Design	$400,000
Construction Support	$400,000
Construction	$4,100,00
Property Acquisition	$0
Total	**$4,915,000**

Funding Sources & Schedule

Funding Source		Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Water Bond		$287,900	$119,300	$168,600	$4,627,100	**$4,795,700**
	Total	**$287,900**	**$119,300**	**$168,600**	**$4,627,100**	**$4,795,700**

WATER MAIN REPLACEMENT – HICKSON AVENUE (CIP032)

Background, Purpose & Justification

Hickson Ave has a 6-inch diameter steel water main that was installed in 1946. This 74-year-old water main has reached it service life and is undersized for current operations. In February of 2020, a contractor grading for new building construction on the South side of Hickson Ave. exposed the water main due to its shallow depth. This prompted the Utility division to schedule replacement of the mainline and work in conjunction with new construction on finished street repairs.

Scope of Work

The Water Main Replacement Project CIP 032 will replace approximately 1,050 lineal feet of water main line on Hickson Avenue between Arden Dr. and Esto Ave.

Project Cost Estimate

Administration	$5,000
Design	$15,000
Construction Support	$15,000
Construction	$325,000
Property Acquisition	$0
Total	**$360,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Water Bond	$0	$0	$0	$360,000	**$360,000**
Total	**$0**	**$0**	**$0**	**$360,000**	**$360,000**

1 MG RESERVOIR UPGRADE (CIP698)

Background, Purpose & Justification

The one million-gallon reservoir located at the Public Works yard at 3990 Arden Drive. The reservoir as an integral part of the water distribution system was constructed in the year 1950. The structure is a welded steel storage tank. The tank consists of 5 courses for a total height of approximately 33 feet with a diameter of 75 feet. The reservoir was recoated in 1992 and cleaned in 1996, 2005 and 2019. During the cleaning in 2019 the reservoir's interior and exterior was inspected for corrosion-related structural soundness of the tank and its foundation.

As part of the inspection report recommendations were made to bring the reservoir up to standards including cost estimates. This assessment will be utilized to determine the course of action to be taken with regards to upgrading reservoir to current standards or replacing the reservoir in kind.

Scope of Work

Work will consist of restoring interior and exterior surfaces of the reservoir, including updates to all safety, health and code features.

Current Status (04/23/2020)

Inspections have been completed. Currently staff is preparing a RFP for Construction Management and Engineering services. Project should start in Winter 2020.

Administration	$10,000
Design	$40,000
Construction Support	$40,000
Construction	$350,000
Property Acquisition	$0
Total	**$440,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Water Bond Fund	$60,000	$9,000	$51,000	$380,000	**$431,000**
Water Funds	$200,000	$0	$0	$0	**$0**
Total	**$260,000**	**$9,000**	**$51,000**	**$380,000**	**$431,000**

VALLEY ARDEN DRAINAGE IMPROVEMENTS (CIP 808)

Background, Purpose & Justification

Portions of the existing storm drain system along Valley Boulevard between the Rio Hondo Channel and Arden Road are over 50 years in age. Corrugated Metal Pipe (CMP) was used in the upstream portion of the storm drain near Arden Drive. The pipe soffit has become corroded which may have compromised the structural stability of the pipe.

Scope of Work

Design and install a replacement drainage system which will include exploratory work and the review of various design concepts that will determine the full scope of work and the associated total project costs.

Project Cost Estimate

Administration	$5,000
Design	$80,000
Construction Support	$80,000
Construction	$315,000
Property Acquisition	$0
Total	**$480,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Measure R	$100,000	$600	$99,400	$0	**$99,400**
Measure M	$250,000	$78,100	$171,900	$0	**$171,900**
Storm Drain Impact Fee Fund	$0	$0	$0	$130,000	**$130,000**
Total	**$350,000**	**$78,700**	**$271,300**	**$130,000**	**$401,300**

UPGRADES TO WELL 13 (CIP849)

Background, Purpose & Justification

Well No. 13 is located behind the Los Angeles County Fire Station near the intersection of Valley Mall and Santa Anita Blvd in the City of El Monte. Water from Well 13 will be treated with granulated activated carbon (GAC) and then chlorinated, using an existing chlorination system (sodium hypochlorite) which will provide chlorine in the GAC effluent water. Water will then be routed through the existing 12-inch diameter pipeline and distributed to customers within the existing distribution system.

Well No. 13 is equipped with a 300-horsepower pump and will produce approximately 2,750 gallons per minute (GPM) to the GAC systems. The two GAC tank pairs are arranged in a parallel operating configuration with the two equal-sized GAC contactor tanks arranged in parallel as well (see Exhibit A for arrangement). Each tank pair is designed to treat 1,375 GPM or 690 GPM per vessel with a maximum flow of 2,750 GPM. The flow to each unit is directed to the top of the vessel and flows downward through the carbon bed for removal of Volatile Organic Compounds (VOC)'s. The VOCs are removed from the well water in the carbon bed through the process of adsorption.

Scope of Work

Work will consist of evaluating the existing water quality reports related to the well, design treatment needed to mitigate water quality conditions, and construct new treatment facility.

Project Cost Estimate

Administration	$25,000
Design	$80,000
Construction Support	$95,000
Construction	$850,000
Property Acquisition	$0
Total	**$1,050,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Water Bond	$210,000	$0	$210,000	$840,000	**$1,050,000**
Total	**$210,000**	**$0**	**$210,000**	**$840,000**	**$1,050,000**

GARVEY AVENUE UNDERPASS DRAINAGE IMPROVEMENT (CIP 884)

Background, Purpose & Justification

The Garvey Avenue Underpass at the Union Pacific Railroad Tracks between Valley Boulevard and Durfee Avenue was built in 1933. Land use surrounding the underpass has changed over the past eight plus decades. Traffic disruptions at this grade separation are due to the aging drainage facilities and runoff from a wider tributary area surrounding the underpass than the existing pumping infrastructure can handle. During heavy rains, the City closes Garvey Avenue between Valley Boulevard and Durfee Avenue to through traffic and pedestrian crossings because the accumulation of rain water poses a threat to public safety.

The concern of flooding at the underpass necessitates the design and construction of infrastructure that will alleviate and resolve flooding at the Grade Separation. The design approach to resolve the flooding problems is to capture and infiltrate peak storm flows from the Garvey and Durfee drainage areas thereby creating additional capacity in the existing Durfee drainage system. Infiltration of surface runoff will enhance the City's commitment to complying with the Green Streets Ordinance, the NPDES permit, applicable sustainable design and credit for water quality treatment.

Scope of Work

This Project will design and implementation of infrastructure improvements to alleviate and provide resolution to the flooding problem at the Garvey Avenue Underpass.

Project Cost Estimate

Administration	$35,000
Design	$400,000
Construction Support	$400,000
Construction	$4,200,000
Property Acquisition	$0
Total	**$5,035,000**

Funding Sources & Schedule

On 05/03/2017, the City received an USEPA Grant for $485,000 with a 55 EPA/45 City cost share requirement. City is also pursuing Clean, Safe Water Program Grant funding.

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
USEPA Grant	$268,502	$0	$268,502	$0	**$268,502**
Special Grant Fund	$177,827	$145,827	$32,000	$0	**$32,000**
Storm Drain Impact Fees Fund	$145,495	$119,495	$26,000	$0	**$26,000**
Storm Drain Fund	$219,683	$0	$219,683	$0	**$219,683**
Total	**$811,507**	**$0**	**$546,185**	**$0**	**$546,185**

SCADA EQUIPMENT UPGRADE

Background, Purpose & Justification

The City currently controls and monitors its Utility Division remotely through SCADA (Supervisory Control and Data Acquisition). This establishes control of pumping operations at the three booster pumps at the ground level reservoir and each of the active production wells: Well No. 2A, 3, 4, 10, and 12. This also monitors the three well from the El Monte Operable Unit (Wells No. 14, 15, and 16) and allows utilities to perform operations automatically and remotely through a computer server at the Public Works Yard. Each well facility includes controls for the well pump, chlorine injection pump, chlorine analyzer, pressure and water flow measurements, etc. These field instruments are connected to a remote terminal unit (RTU) that interfaces with a radio controlled system. The system currently monitors the City's sewer lift stations as well.

The SCADA system is currently derived at three levels of funding: System Integrator (Contractor that helps write code for the logic that operates the system and helps with troubleshooting), Software (Wonderware is our current software component), and the hardware in the field (PLC's, radios, RTU's – components that allow SCADA to monitor and operate field components). The utility division is looking at the combined cost of our current SCADA system and comparing the change to a newer system that puts all of these components into one system. A system that includes 24hr system integrators, has very little components in the field to maintain, and can be run from anywhere without a homebased server.

Scope of Work

Configure the current cost of operating SCADA with different System Integrators and compare that cost with changing SCADA to an updated technology.

Project Cost Estimate

Administration	$10,000
Design	$00
Construction Support	$20,000
Construction	$420,000
Property Acquisition	$0
Total	**$450,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Water Fund	$0	$0	$0	$270,000	**$270,000**
Sewer Fund	$0	$0	$0	$180,000	**$180,000**
Total	**$0**	**$0**	**$0**	**$450,000**	**$450,000**

SEWER RATE STUDY

Background, Purpose & Justification

The City's Public Works Department owns, operates, and maintains the City's wastewater collection system within the City limits, which includes approximately 130 miles of sewer main lines and 7 active lift stations. The City's collection system conveys wastewater to be treated by the Whittier Narrows Water Reclamation Plant (WRP) as part of the City's Joint Outfall Agreement with the Los Angeles County Sanitation District.

Funding for the sewer system comes through sewer rates collected from the customers that the system serves. In order assure adequate funding is collected to operate, maintain and cover increases (due to inflation and funds necessary for the replacement of assets through capital improvement projects), rates need to be periodically reviewed and increased as needed. A Sanitary Sewer Rate Study evaluated and recommended a rate structure modifications and/or alternative as needed. The objective is to ensure that the rate structure is fair and equitable to City's customers and to meet the annual revenue requirements of the sewer system, while following the guidelines set forth by Proposition 218.

Scope of Work

Develop memo reviewing the Cost Allocation Plan (CAP)
Develop 10-year financial plan
Perform COS analysis & develop 5-year sewer rate schedule
Calculate miscellaneous fees
Conduct rate survey
Develop report
Prepare and mail out the Prop 218 Public Notice
Present at 4 public meetings (1 is the Prop 218 Public Hearing)
Update the City's CAP if warranted

Project Cost Estimate

Administration	$10,000
Design	$140,000
Construction Support	$0
Construction	$0
Property Acquisition	$0
Total	**$150,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Sewer Fund	$0	$0	$0	$150,000	**$150,000**
Total	**$0**	**$0**	**$0**	**$150,000**	**$150,000**

2020 WATER MASTER PLAN

Background, Purpose & Justification

The City recommends updating the Water Master Plan (WMP), which was last prepared in 2010. The objective of the 2020 Water Master Plan is to develop a capital improvement plan (CIP) that guides the City of El Monte (City) in the planning, development, and budgeting of the water supply and water system improvement projects required to meet the water needs of the City's existing customers, as well as to support anticipated growth through year 2040. In addition, the CIP presented in the WMP will proved a prioritize schedule of the rehabilitation and replacement (R&R) of existing infrastructure. The proposed R&R, capacity, and growth-related improvement projects will guide the City with the maintenance and expansion of its infrastructure. For water supply, the WMP will help anticipate supply issues, identify supply deficiencies, and to develop plans to address the constantly changing environment in which we live in.

Scope of Work

The following outlines the responsibilities related to the preparation of the Water Master Plan:
Task 1 - Document Research, Data Collection, System Review, Project Planning
Task 2 – Landuse and Population
Task 3 – Water Demands (Existing and Future)
Task 4 – Existing Water Facilities
Task 5 – Evaluation Criteria
Task 6 – Existing System Analysis
Task 7 – Future System Analysis
Task 8 – Capital Improvement Plan

Project Cost Estimate

Administration	$10,000
Design	$240,000
Construction Support	$0
Construction	$0
Property Acquisition	$0
Total	**$250,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Water Fund	$0	$0	$0	$250,000	**$250,000**
Total	**$0**	**$0**	**$0**	**$250,000**	**$250,000**

2020 URBAN WATER MANAGEMENT PLAN - UWMP

Background, Purpose & Justification

All urban water suppliers within the State of California are required to prepare Urban Water Management Plans and update the plans every five years. California Water Code Sections 10610 through 10657 detail the information that must be included in these plans as well as who must file them. This plan satisfies the requirements of the Urban Water Management Planning Act (the Act) of 1983 and the subsequent amendments to the Act. According to the Act, an urban water supplier is defined as a supplier, either publicly or privately owned, that provides water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet (AF) of water annually.

Scope of Work

This Project will prepare the City's 2020 Urban Water Management Plan as required by the California Water Code and will follow the guidelines set forth by California Department of Water Resources (DWR).

Project Cost Estimate

Administration	$5,000
Design	$195,000
Construction Support	$0
Construction	$0
Property Acquisition	$0
Total	**$200,000**

Funding Sources & Schedule

Funding Source	Prior Year Budget	Prior Year Expense	Amount Carryover	Additional Requested	FY 2020-21 Total Request
Water Fund	$0	$0	$0	$200,000	**$200,000**
Total	**$0**	**$0**	**$0**	**$200,000**	**$200,000**

CIP No	Project Name	100 General Fund	100-67-899 SB425	201 Parking Business Impv Fund	203 Prop C (Local Return)	205 Gas Tax Fund	206 TDA	209 Art in Public Places	210 City Cell Tower Fund	212 Measure R	217 MTA (Call for Projects)	220 CDBG	223 SB1 (RMRA)	225 Measure M	259 Asset Forfeiture	275 Traffic Signal Impact Fund	276 Street Impact Fees Fund	277 Sewer Impact Fees Fund	278 Storm Drain Impact Fees Fund	282 Quimby Fund	283 Storm Drain Fund	299 Special Grant Fund	500 EBS	600 Water Authority Fund	650 Sewer Fund	715 Vehicle Replacement	Funds Carryover	Additional Requested	FY2020-21 Total Budget
Vehicles and Equipment																													
CO	Ford F-750 Altec Model LR7-S6 Articulating Overcenter Aerial truck with chip dump box (Mnt Carryover)																									$148,500	$148,500	$0	$148,500
CO	Ford F-750 Dump Truck (Mnt Vehicle Replacement)																									$132,000	$132,000	$0	$132,000
CO	Cargo Van (Parks Vehicle Replacement)																									$36,300	$36,300	$0	$36,300
CO	Ford F150 Pick Up Truck (Parks Vehicle Replacement)																									$47,300	$47,300	$0	$47,300
CO	2019 Toyota CHR (CFD Vehicle Replacement)																									$26,400	$26,400	$0	$26,400
CO	2019 Toyota CHR (CFD Vehicle Replacement)																									$26,400	$26,400	$0	$26,400
CO	2019 Toyota CHR (CFD Vehicle Replacement)																									$26,400	$26,400	$0	$26,400
CO	2019 Toyota CHR (CFD Vehicle Replacement)																									$26,400	$26,400	$0	$26,400
New	Nissan Leaf (Util)																								$38,500	$0	$0	$38,500	$38,500
Facilities and Building Improvements																													
550	Community Center, Museum and Grace T Black Auditorium Roof Repair											$830,000														$830,000	$0	$830,000	
841	Parcel 1 - Site Remediation																						$23,000			$23,000	$0	$23,000	
892	Freeway Sign																						$1,185,450			$1,185,450	$0	$1,185,450	
CO	City Hall West Roof Repair	$80,000																								$80,000	$0	$80,000	
CO	Lambert Park Roof Repair	$35,000																								$35,000	$0	$35,000	
CO	Mountain View Park Roof Repair	$60,000																								$60,000	$0	$60,000	
CO	Mt. View Park HVAC Instillation	$113,000																								$113,000	$0	$113,000	
CO	PD Main Roof Repair	$80,000													$80,000											$160,000	$0	$160,000	
Park Improvements																													
011	Park Master Plan																			$290,040						$290,040	$0	$290,040	
013	Zamora Park Master Plan Improvements								$100,000			$880,000										$4,450,000				$4,580,000	$850,000	$5,430,000	
020	Park Relocation - 3629 Cypress																						$224,100			$224,100	$0	$224,100	
021	Park Relocation - Area Y																						$113,800			$113,800	$0	$113,800	
022	Park Relocation - 3701 Santa Anita																						$50,000			$50,000	$0	$50,000	
024	Park Relocation - MacClaren Hall																						$2,497,700			$2,497,700	$0	$2,497,700	
025	Park Relocation - Fire Station 166																						$44,200			$44,200	$0	$44,200	
819	Lambert Park Phase I	$85,520																		$3,040,000		$849,000				$3,668,520	$306,000	$3,974,520	
820	2020 Fletcher Park Improvements: New Dog Park and Facilities Repair											$727,650								$49,600						$777,250	$0	$777,250	
825	2020 Gibson Mariposa Park Improvements: Skateboarder Park and Facilities Repair							$451,000												$100,000						$551,000	$0	$551,000	
New	Park Relocation - 12159 Cherrylee Dr																						$1,610,000			$1,600,000	$10,000	$1,610,000	
Street & Traffic Improvements																													
001	Traffic Calming Parkway Dr - Denholm to South City limits (Removal of Speed Humps) - Class 4 bike lanes				$320,000								$300,000													$320,000	$300,000	$620,000	
002	Durfee Ave - Ramona to S. Kerrwood - Sidewalk Improvements						$19,505							$237,038												$256,543	$0	$256,543	
003	Merced Ave - Garvey Ave to Rio Hondo Road diet (Traffic Calming)												$300,000													$300,000	$0	$300,000	
016	El Monte Regional Bicycle Commuter Access Improvements				$443,197						$986,803															$1,415,695	$14,305	$1,430,000	
027	Street Aesthetic Master Plan													$215,000												$200,000	$15,000	$215,000	
030	Sidewalk Improvement Master Plan													$130,000												$120,000	$10,000	$130,000	
031	El Monte Fern and Elliot Class 3 Bike Blvd Project													$1,940,000												$57,470	$1,882,530	$1,940,000	
035	Street Improvement Project Staging Area Resurface and Repair									$185,000																$185,000	$0	$185,000	
802	New Traffic Signal at Santa Anita and McGirk					$150,000				$185,000						$225,000										$335,000	$225,000	$560,000	
805	Ramona Blvd/Valley Blvd Intersection/Repurposing DEMOSFTEALU funds				$1,142,700					$1,374,600	$1,264,000															$3,712,966	$68,334	$3,781,300	
831	Safe Route to School State-Legislated Cycle 10 Roundabout									$1,001,400												$450,000				$66,400	$1,385,000	$1,451,400	
838	Ramona-Badillo Traffic Signal Synchronization and Bus Signal Priority Project				$147,000																					$0	$147,000	$147,000	
846	Shared Parking Program - Smart Parking			$315,748																		$315,748				$159,500	$471,996	$631,496	
857	3-yr PMP: Ramona Resurfacing				$255,000					$452,400												$2,999,700				$633,782	$3,140,000	$3,707,100	
890	Santa Anita Avenue Active Transportation						$117,900																			$751,682	$0	$751,682	
899	3-yr PMP: Zone 1 Slurry Seal/Overlay Project - Mtn View, Magnolia, Parkway & Fineview		$217,000							$900,000			$2,696,800									$85,000				$3,898,800	$0	$3,898,800	
New	Electric Vehicle Charging Stations at Public Works Yard									$40,400																$0	$40,400	$40,400	
New	Bus Stop Improvement Project	$10,000			$402,000																	$40,000				$412,000	$40,000	$452,000	
New	Pavement Improvements - Nevada Avenue and Bodger Street Area													$2,415,000												$0	$2,415,000	$2,415,000	
New	Lower Azusa Traffic Signal Synchronization Project													$300,000												$0	$300,000	$300,000	
New	El Monte Vision Zero Action Plan																					$250,000				$0	$250,000	$250,000	
New	SSAR Project: Peck Rd and Garvey Ave Signal Intersection Improvements													$160,000												$0	$160,000	$160,000	
New	SSAR Project: Tyler Ave and Main St Signal Intersection Improvements													$140,000												$0	$140,000	$140,000	
New	SSAR Project: Mountain View Rd and Valley Blvd Traffic Intersection Improvements													$150,000												$0	$150,000	$150,000	
New	3-year Citywide Pavement Management Plan Project									$400,000				$600,000														$1,000,000	
New	3-yr PMP: Zone 2 Slurry Seal and Overlay Project for the Cedar Ave, Lower Azusa Rd, to East and North City Limits Area									$1,367,000			$1,900,000													$0	$3,267,000	$3,267,000	
New	3-yr PMP: Baldwin Ave from I-10 Fwy to Lower Azusa Rd Pavement Rehabilitation												$600,000													$0	$600,000	$600,000	
New	3-yr PMP: El Monte Ave from Rio Hondo Channel to Lower Azusa Rd Pavement Rehabilitation													$0			$295,000									$0	$295,000	$295,000	

CIP No	Project Name	100 General Fund	100-67-899 SB425	201 Parking Business Impv Fund	203 Prop C (Local Return)	205 Gas Tax Fund	206 TDA	209 Art in Public Places	210 City Cell Tower Fund	212 Measure R	217 MTA (Call for Projects)	220 CDBG	223 SB1 (RMRA)	225 Measure M	259 Asset Forfeiture	275 Traffic Signal Impact Fund	276 Street Impact Fees Fund	277 Sewer Impact Fees Fund	278 Storm Drain Impact Fees Fund	282 Quimby Fund	283 Storm Drain Fund	299 Special Grant Fund	580 EBS	600 Water Authority Fund	650 Sewer Fund	715 Vehicle Replacement	Funds Carryover	Additional Requested	FY2020-21 Total Budget
Utilities Improvements																													
005	Sewer Replacement - Nevada Avenue and Bodger Street Area																	$500,000								$7,414,000		$1,099,000	$6,815,000	$7,914,000
014	Water main replacement Granada, Gage, Lexington, Nevada, Washington																							$4,795,700				$168,600	$4,627,100	$4,795,700
032	Hickson Watermain Replacement																							$360,000				$0	$360,000	$360,000
698	1 MG Reservoir Upgrade																							$431,000				$51,000	$380,000	$431,000
808	Valley-Arden Drainage Improvements									$99,400				$171,900					$130,000									$271,300	$130,000	$401,300
849	Upgrades to Well 13: add VOC treatment and controls																							$1,050,000				$210,000	$840,000	$1,050,000
884	Garvey Storm Drain Reconstruction																		$26,000		$319,683	$300,502						$546,185	$0	$546,185
New	SCADA Equipment Upgrade																							$270,000	$180,000			$0	$450,000	$450,000
New	Sewer Rate Study																								$150,000			$0	$150,000	$150,000
New	Water Master Plan																							$250,000				$0	$250,000	$250,000
New	Urban Water Management Plan																							$200,000				$0	$200,000	$200,000
	Total	$463,520	$217,000	$315,748	$2,709,857	$150,000	$137,405	$451,000	$100,000	$6,005,200	$2,250,803	$2,437,650	$9,796,800	$6,458,938	$80,000	$225,000	$295,000	$500,000	$156,000	$3,479,640	$319,683	$10,373,732	$5,748,250	$7,856,700	$7,782,500	$469,700	$34,457,001	$28,723,165	$64,180,166
	Vehicles and Equipment Subtotal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$38,500	$469,700	$469,700	$38,500	$508,200
	Facilities/Building Improvements Subtotal	$368,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$830,000	$0	$0	$80,000	$0	$0	$0	$0	$0	$0	$0	$0	$1,208,450	$0	$0	$0	$2,486,450	$0	$2,486,450
	Park Improvements Subtotal	$85,520	$0	$0	$0	$0	$0	$451,000	$100,000	$0	$0	$1,607,650	$0	$0	$0	$0	$0	$0	$0	$3,479,640	$0	$5,299,000	$4,539,800	$0	$0	$0	$0	$14,396,610	$1,166,000	$15,562,610
	Street & Traffic Improvements Subtotal	$10,000	$217,000	$315,748	$2,709,857	$150,000	$137,405	$0	$0	$5,905,800	$2,250,803	$0	$5,796,800	$6,287,038	$0	$225,000	$295,000	$0	$0	$0	$0	$4,774,230	$0	$0	$0	$0	$0	$14,758,156	$13,316,565	$28,074,721
	Utilities Improvements Subtotal	$0	$0	$0	$0	$0	$0	$0	$0	$99,400	$0	$0	$0	$171,900	$0	$0	$0	$500,000	$156,000	$0	$319,683	$300,502	$0	$7,356,700	$7,744,000	$0	$0	$2,346,685	$14,202,100	$16,548,185

RESOLUTION NO._____

A RESOLUTION OF THE EL MONTE, CALIFORNIA CITY COUNCIL APPROVING THE FUNDING OF THE PROJECTS IDENTIFIED ON THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2020-21

WHEREAS, a Capital Improvement Program (CIP) serves to identify and prioritize the City's capital projects and to designate funding for each such project; and

WHEREAS, the City of El Monte (City) annually adopts a Fiscal Year CIP to account for changes in funding availability or reconsideration of the goals and objectives of the City Council and community; and

WHEREAS, on July 7, 2020 the City Council reviewed and considered the adoption of the Fiscal Year 2020-21 CIP for the City of El Monte; and

WHEREAS, the Fiscal Year 2020-21 CIP sets forth the engineering design and construction cost estimates for each such capital improvement projects for the Fiscal Year ending June 30, 2021.

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

SECTION 1. The City Council finds that all of the foregoing Recitals and true and correct.

SECTION 2. The City hereby adopts a Fiscal Year 2020-21 CIP as set forth in Exhibit "A" of this Resolution which is incorporated hereto by reference.

SECTION 3. Notwithstanding the approval of the Fiscal Year 2020-21 CIP, no expenditure for any capital improvement project as identified on the Fiscal Year 2020-21 CIP shall be deemed to be authorized except by separate action by the City Council which specifically approves an expenditure of public funds for such capital improvement project. Nothing in this Resolution shall be construed to obligate the City or the City Council to undertake any of the projects referenced in the Fiscal Year 2020-21 CIP.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this resolution.

PASSED AND ADOPTED by the City Council of the City of El Monte at its regular meeting on this _____ 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, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, 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 this _____day of _____ 2020, and that said Resolution 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

PULIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 AWARD A CONSTRUCTION CONTRACT TO NU-LINE TECHNOLOGIES, LLC FOR THE VALLEY-ARDEN DRAINAGE IMPROVEMENTS - CIP NO. 808 FOR A NOT-TO-EXCEED AMOUNT OF $174,800

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve to award a Construction Contract to Nu-Line Technologies, LLC for the Valley-Arden Drainage Improvements – CIP No. 808 for an amount of $152,000;

2. Consider and approve the total appropriation of a not-to-exceed amount of $174,800 which includes the contract amount of $152,000 plus a fifteen percent (15%) contingency of $22,800; and

3. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with Nu-Line Technologies, LLC.

BACKGROUND

Portions of the existing storm drain system along Valley Boulevard between the Rio Hondo Channel and Arden Drive are over 50 years in age, and approximately 600 feet of the storm drain near Arden Drive are corrugated steel pipe. Over time, the pipe has corroded and compromised the integrity and functionality of the storm drain.

On February 18, 2020, the City Council approved the publication of the Notice of Inviting Bids (NIB) to advertise the project for construction bids. The Project proposes to install spiral wound slip liner inside the existing corrugated steel pipe. This method is trenchless and requires a small construction footprint which will minimize traffic impact

along Valley Boulevard.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 26, 2020, the City published the Notice of Inviting Bids on the City's website and PlanetBids. On June 16, 2020, staff opened and reviewed the bids and identified the responsible contractor that submitted the lowest responsive bid within the engineer's estimate. The City received two (2) sealed bids and the order of ranked commences from the lowest responsive bid:

1. Nu-Line Technologies, LLC $ 152,000
2. Southwest Pipeline & Trenchless Corp. $ 198,730

Nu-Line Technologies, LLC have completed similar projects for Caltrans and cities of Hermosa Beach and Laguna Beach.

It is staff's recommendation to award the construction contract to Nu-Line Technologies, LLC for a not-to-exceed amount of $152,000.

Upon City Council approval of the recommended actions, Public Works Engineering staff will coordinate with to Nu-Line Technologies, LLC to ensure the project is completed within the prescribed budget and schedule as depicted in the standard specifications.

The spiral wound slip liner product has a 4 – 6 week lead time for delivery. The Project will begin upon arrival of the slip liner which is tentatively scheduled in September 2020 and completed by October 2020.

FISCAL IMPACT/FINANCING

On July 7, 2020, the City staff will propose the project budget of $401,300 under the Capital Improvement Project for FY 2020-2021 for City Council approval (see the table below for the fund distribution).

Funding Source	Budgeted Amount
Measure R	$99,400
Measure M	$171,900
Storm Drain Impact Fee	$130,000

The staff requests that $152,000 and a fifteen percent (15%) contingency for a total of $174,800 be allocated as follows: $130,000 from Storm Drain Impact Fee (Account No. 278-67-808-8221); and $44,800 from Measure M (Account No. 225-67-808-8221) funds.

The fifteen percent (15%) 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 approve the appropriation of $174,800 from Storm Drain Impact Fee and Measure M funds; approve a Construction Contract with Nu-Line Technologies, LLC for the Valley-Arden Drainage Improvements - CIP No. 808 for a contract amount of $152,000 plus a fifteen percent (15%) contingency for a total not-to-exceed amount of $174,800; and authorize the City Manager, or her designee, to execute the contract.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment 1: Project Budget Summary
Attachment 2: Bid Proposal from Nu Line Technologies, LLC
Attachment 3: Draft Construction Contract

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING OF JULY 7, 2020

ATTACHMENT 1

VALLEY-ARDEN DRAINAGE IMPROVEMENTS - CIP NO. 808

PROJECT BUDGET

Project Activity	Previously Awarded	Requested	Total
Design	$ 90,308	$ -	**$ 90,308**
Construction Management	$ 29,970	$ -	**$ 29,970**
Construction Contract	$ -	$ 152,000	**$ 152,000**
Contingency	$ -	$ 22,800	**$ 22,800**
Soft Cost (Publishing/Recording)	$ 200	$ -	**$ 200**
TOTAL PROJECT BUDGET	**$ 120,478**	**$ 174,800**	**$ 295,278**

Funding Category	Previously Budgeted	Requested	Total
Measure R	$ 100,000	$ (100,000)	**$ -**
Measure M	$ 250,000	$ (84,722)	**$ 165,278**
Storm Drain Impact Fee Fund	-	$ 130,000	**$ 130,000**
TOTAL FUNDING BUDGET	**$ 350,000**	**$ (54,722)**	**$ 295,278**

Insert airbill here.

1

ORIGIN ID:CLDA (760) 634-5153
FRANK DURAZO
NULINE TECHNOLOGIES, LLC
102 SECOND STREET SUITE B

ENCINITAS, CA 92024
UNITED STATES US

SHIP DATE: 15JUN20
ACTWGT: 1.00 LB
CAD: 108098746/INET4220

BILL SENDER

TO ATTN: CITY CLERK
EL MONTE CITY
11333 VALLEY BOULEVARD

EL MONTE CA 91731
(626) 580-2016
INV:
PO:
REF:
DEPT:

56BJ1/C7DD/FE4A

FedEx Express

J2011200/4201uu

FedEx Ship Manager - Print Your Label(s)

TUE - 16 JUN 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7707 0982 3439

92 RBFA

91731
CA-US LAX

ATTN: CITY CLERK
BID DOCUMENTS FOR VALLEY
BOULEVARD AT ARDEN DRIVE
STORM DRAIN IMPROVEMENTS
PROJECT CIP NO. 808

6/15/2020

ATTN: CITY CLERK
BID DOCUMENTS FOR VALLEY
BOULEVARD AT ARDEN DRIVE
STORM DRAIN IMPROVEMENTS
PROJECT CIP NO. 808

RECEIVED
CITY CLERK'S OFFICE
2020 JUN 16 A 9:04

Nu Line Technologies, LLC
102 Second Street Suite B.
Encinitas, CA 92024

To: El Monte City Hall - East
ATTN: Office of the City Clerk
11333 Valley Boulevard City hall west
El Monte, CA 91731

Sealed Bid – DO NOT OPEN WITH REGULAR MAIL

"VALLEY BOULEVARD AT ARDEN DRIVE STORM DRAIN IMPROVEMENT PROJECT, CIP NO. 808

BID DATE: June 16th, 2020 AT 2:00PM

BIDDER'S CHECKLIST

All items on the Bidder's Checklist must be initialed, dated and submitted for the Proposal to be considered complete. City reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of Bidder's qualifications and past work history with the City. The Bidder's attention is especially called to the following forms which must be executed in full as required:

1. a) **PROPOSAL - BID SCHEDULE (If applicable)**
The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: SR Date: 6/15/20

b) **PROPOSAL SIGNATURE SHEET**
To be filled in and signed by the Bidder.

Initial: SR Date: 6/15/20

2. **BID SECURITY ACCOMPANYING BID**
The bid bond is to be executed by the Bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis.

Initial: SR Date: 6/15/20

3. **NON-COLLUSION DECLARATION**
A Non-Collusion Declaration must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: SR Date: 6/15/20

4. **EXPERIENCE / QUALIFICATIONS**
A statement of the Bidder's Experience & Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: SR Date: 6/15/20

5. **DESIGNATION OF SUBCONTRACTORS**
A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: SR Date: 6/15/20

BIDDER'S CHECKLIST (CONTINUED)

6. **INSURANCE**

The insurance requirements for this project have been read and understood.

Initial: SR Date: 6/15/20

7. **SITE VISIT**

The Bidder certifies that it has toured the project site and is familiar with the work involved.

Initial: SR Date: 6/15/20

8. **C&D SOLID WASTE HAULER**

The Bidder acknowledges that the fees, charges and other costs of the City's duly authorized and duly franchised construction and demolition waste hauler are factored into the bid.

Initial: SR Date: 6/15/20

9. **PERFORMANCE AND PAYMENT BONDS**

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100%) of the Contract amount will be required. A payment bond equaling one hundred percent (100%) of the Contract amount will also be required.

Initial: SR Date: 6/15/20

10. **WORK SCHEDULE**

The City makes no guarantee as to the method of work chosen by the Bidder. It is the Bidder's responsibility to plan and schedule the work in order to complete the work in the time specified in the Special Provisions.

Initial: SR Date: 6/15/20

11. **ADDENDA**

The Bidder acknowledges that it must sign and attach any applicable addenda to the bid proposal.

Initial: SR Date: 6/15/20

12. **WORKERS COMPENSATION**

The Bidder acknowledgment that Worker's Compensation Insurance will be required for this project.

Initial: SR Date: 6/15/20

BID PROPOSAL

Proposal to: City of El Monte, Public Works Department
c/o Office of the City Clerk
El Monte City Hall - East
11333 Valley Boulevard, El Monte, California 91731

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, equipment, and other means of construction to perform the work required for the completion of the project entitled **[Valley Boulevard at Arden Drive, Storm Drain Improvement Project, NO. 808]** in accordance with the intent of all plans, specifications, and addenda issued by the City of El Monte, Public Works Department prior to the opening of the bid proposals.

Bidder has read the accompanying instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all Contract Documents, drawings and addenda issued by the City and will contract with the City to construct the project, complete and in satisfactory condition.

The Bidder further agrees to complete all work required under the Contract within **thirty (30) working days** from the date designated in the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule. The terms "working days" or "work days" means any day of the week, excluding Saturday, Sunday and any federally observed holiday.

The Bidder acknowledges that it understands that a waiting period from time of bid opening until award may be sixty (60) calendar days during which time Bidder may not withdraw its bid. The Bidder further acknowledges that it has adjusted its bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

Company Name: Nuline Technologies, LLC

Bidder's Name (Printed): Dominic Burtech
Bidder's Title: Partner

Bidder's Signature: _____
Date: 6/15/2020

Address: 102 Second Street Suite B. Encinitas, CA 92024

Phone Number: 760-634-5153

Contractor's License Number: 997520
Classification: A
Expiration Date: 10/31/2020

BID SCHEDULE

BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the **Valley Boulevard at Arden Drive Storm Drain Improvement Project, CIP NO. 808** including all Addenda (attach signed copies), the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of:

One Hundred Fifty-Two Thousand Dollars ($ 152,000.00)

Base Bid Written Amount — Base Bid Numeric Amount

Base Bid

Item No.	Description	Applicable Spec Section	Unit	Estimated Quantity	Unit Price ($)	Total ($)
1.	Mobilization, Demobilization and Cleanup	General Conditions Sections 6.06,and 7, 8	LS	1	$14,250.00	$14,250.00
2.	Trench Protection as necessary and as defined by CAL-OSHA	General Conditions Sections 5.14,7 and 8	LS	1	$2,075.00	$2,075.00
3.	Traffic Control	General Conditions Sections 5.12,7 and 8	LS	1	$2,250.00	$2,250.00
4.	Pipe Cleaning and CCTV Inspection	Greenbook Section 500.3,	LS	1	$8,500.00	$8,500.00
5.	Survey Work	General Conditions Section 3.03	LS	1	$1,250.00	$1,250.00
6.	Water Pollution Control	Greenbook Section 3-12.6	LS	1	$450.00	$450.00
7.	Install Spiral Wound PVC Pipe Liner	Greenbook Section 500.5.13	LF	635	$135.00	$85,725.00
8.	Remove and Replace Catch Basin and local depression in Kind	Greenbook Section 201-1.1	LS	1	$30,000.00	$30,000.00
9.	Remove and Replace Curb and Gutter	Greenbook Section 201-1.1	LF	20	$100.00	$2,000.00
10.	Remedial Grouting as needed	Greenbook Section 500-7	LF	25	$200.00	$5,000.00
11	Project Signs		EA	2	$250.00	$500.00

Respectfully submitted:

Signature Dominic Burtech	102 Second Street Suite B. Encinitas, CA 92024 Address
Partner Title	6/15/2020 Date
997520 License Number	10/31/2020 Date of Expiration

(SEAL - if BID is by a corporation)

Attest _____

Amount of Certified or Cashier's

10%.

Check or Bid Bond Name of Bonding

North American specialty Insurance company

Company

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 San Diego }

On 6/15/20 before me, **Arthur P. Arquilla, Notary Public**,
(Here insert name and title of the officer)

personally appeared Dominic Burtech,
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.

ARTHUR P. ARQUILLA
COMMISSION NO. 2225407
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
COMMISSION EXPIRES JAN 7, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

* TEN PERCENT OF GREATER AMOUNT BID

BID SECURITY

THAT WE, THE UNDERSIGNED, NU LINE TECHNOLOGIES, LLC, as principal; and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, as Surety, are hereby held and bound unto the CITY OF EL MONTE, hereinafter "City", in the sum of * dollars ($ 10%), which sum is equal to at least ten percent (10%) of the total amount of the bid for the work, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the construction of: **Valley Boulevard at Arden Drive, Storm Drain Improvement Project, CIP NO. 808**

NOW, THEREFORE,

a) If the Bid is rejected, or in the alternative,
b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of a Contract attached hereto (all completed in accordance with said Bid and Contract), and shall in all other respects perform the agreement created by the acceptance of said Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 12TH day of JUNE, 2020, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative, pursuant to authority of its governing body.

NU LINE TECHNOLOGIES, LLC

IN PRESENCE OF:

_____

_____
(Address)

_____

_____
(Address)

BY: _____ Affix
(Individual Principal) DOMINIC J. BURTECH, JR., PARTNER

102 SECOND STREET, SUITE B, ENCINTAS, CA 92024
(Business Address)

_____
(Individual Principal)

777 SOUTH FIGUEROA STREET, SUITE 3700, LOS ANGELES, CA 90017
(Business Address)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

BY: _____
SANDRA FIGUEROA, ATTORNEY-IN-FACT

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 SAN DIEGO

On 6/12/2020 (Date) before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared SANDRA FIGUEROA (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.

TRACY LYNN RODRIGUEZ
COMM. # 2318838
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JANUARY 11, 2024

Place Notary Seal and/or Stamp Above

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

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

©2017 National Notary Association

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, SANDRA FIGUEROA, MARK D. IATAROLA, JESSICA SCHMAL
AND TRACY LYNN RODRIGUEZ JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19TH day of JUNE, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 19TH day of JUNE, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of JUNE, 20 20.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 San Diego }

On 6/15/2020 before me, **Arthur P. Arquilla, Notary Public**,
(Here insert name and title of the officer)

personally appeared Dominic Buttech,

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.

Notary Public Signature

(Notary Public Seal)

ARTHUR P. ARQUILLA
COMMISSION NO. 2225407
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
COMMISSION EXPIRES JAN 7, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2013 Version www.NotaryClasses.com 800-873-9865

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

The undersigned declares:

I am the Partner of Nuline Technologies, LLC , the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/15/20 [date], at Encinitas [City], CA [state].

Bidder's Name (Printed): Dominic Burtech

Bidder's Signature: _____
(Same Signature as on Proposal)

Bidder's Title: Partner

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 San Diego }

On 6/25/20 before me, **Arthur P. Arquilla, Notary Public**
(Here insert name and title of the officer)

personally appeared Dominic Burtech,

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.

Notary Public Signature

(Notary Public Seal)

ARTHUR P. ARQUILLA
COMMISSION NO. 2225407
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
COMMISSION EXPIRES JAN 7, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2014 Version www.NotaryClasses.com 800-873-9865

EXPERIENCE QUALIFICATIONS

The Bidder has been engaged in the contracting business under the present business name for 6 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 21 years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
2020	Pipeline Rehabilitation	$400,331.00	CalTrans District 7
2020	Pipeline Rehabilitation	$305,695.00	City of Hermosa Beach
2019/20	Pipeline Rehabilitation	$208,073.00	City of Laguna Beach

The following is a list of plant and equipment owned by the Bidder, which is available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
1	SPR Winding Truck	New	San Diego, CA
1	Cues CCTV Inspection Unit	Used	San Diego, CA
1	Vactor Combo Unit (Jet Truck)	Used	San Diego, CA
1	26' Box Truck	Used	San Diego, CA
1	2008 Ford F-150	Used	San Diego, CA

Bidder's Name (Printed): Frank Durazo

Bidder's Signature: _____
(Same Signature as on Proposal)

Bidder's Title: Estimator

Date: June 15, 2020

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS

In compliance with Sections 4100-4114 of the California Public Contract Code each Bidder shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. (Attach additional forms as necessary)

Name Subcontractor	Street Address of Shop, Mill or Office	Types of Work/Category of Contract	$ Value of Work to be Performed	DIR Registration Number	Subcontractor's License Number/ Type/Exp. Date
DB Pipeline	102 Second St, Suite C.	R&R Catch Basin	$35,300.00	10000062288	1046212/ A / 10-31-2020
	Encinitas, CA, 92024	R&R Curb & Gutter			
		Trench Protection			
		Traffic Control			

If no subcontractors will be used, write "None" here:_____

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this 15th day of June, 2020, in Encinitas, California.

By: Frank Dreano

Contractor Company Name: Nu-Line Technologies, LLC

SUBCONTRACTOR FORM MUST BE RETURNED WITH BID

Draft Print

Contract No._____

2020
CONSTRUCTION CONTRACT
(Name of Construction Contractor: Nu-Line Technologies, LLC)
(Name of Project: Valley Boulevard at Arden Drive Strom Drain Improvement Project, CIP NO. 808)

THIS CONSTRUCTION CONTRACT (hereinafter, "Contract") 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 NU-LINE TECHCNOLOGIES, LLC (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires public works construction services for the Valley Boulevard at Arden Drive Strom Drain Improvement Project, CIP NO. 808 (hereinafter, the "Project"); and

WHEREAS, CITY issued notice inviting competitive bids for the Project on May 26, 2020; and

WHEREAS, following the opening of bids on June 16, 2020, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project; and

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

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

I.
THE CONTRACT DOCUMENTS

1.1 The complete Contract consists of the following documents ("Contract Documents") which are incorporated in this Contract by their reference:

a) Invitation to Bid set forth under Part 1 beginning at page 6 of City's bid solicitation packet entitled "Valley-Arden Drainage Improvements – CIP NO. 808" dated, May 26, 2020, (hereinafter, the "Bid Solicitation Packet");
b) Contractor's submitted Bid Proposal, dated June 15, 2020, which is attached hereto as **Exhibit "A"**;
c) Contractor's submitted Bid Schedule which as attached and incorporated hereto as **Exhibit "B"**;
d) Contractor's submitted Designation of Subcontractors, dated June 15, 2020, which is attached and incorporated hereto as **Exhibit "C"**;
e) This Contract (Contract No._____);
f) Contractor's Bid Security, Bond No. 3-B, dated June 12, 2020, which is attached hereto as **Exhibit "D"**;
g) Contractor's Payment Bond No. 2305169, dated June 24, 2020, a true and correct copy of which is attached hereto as **Exhibit "E"**;
h) Contractor's Performance Bond No. 2305169, dated June 24, 2020, a true and correct copy of which is attached hereto as **Exhibit "F"**;
i) General Conditions set forth under Part 3 (General Conditions) of the Bid Solicitation Packet;
j) Contractor's submitted Non-Collusion Declaration, dated June 15, 2020, which is attached and incorporated hereto as **Exhibit "G"**;
k) Contractor's Certification Regarding Worker's Compensation, which is attached and incorporated hereto as **Exhibit "H"**;
l) Contract Drawings;
m) Technical Specifications of the Bid Solicitation Packet;
n) Supplementary and Special Conditions to the Bid Solicitation Packet, if any;
o) All documents made a part of this Contract under the terms of the Bid Solicitation Packet; and
p) All Change Orders approved by City.

II.
WORK TO BE PERFORMED

2.1 The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the Valley Boulevard at Arden Drive Strom Drain Improvement Project, CIP NO. 808, (hereinafter referred to as "Project") as called for, and in the manner designated in, and in strict conformity with, the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its

representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Leonardo Torres, City Engineer.

III.
CONTRACT PRICE

3.1 The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of **ONE HUNDRED FIFTY-TWO THOUSAND DOLLARS ($152,000)** for the Project (hereinafter, the "Bid Price"). As authorized by the City Council at its Regular Meeting of _____ under Agenda Item No. _____ and 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.

IV.
COMPLETION DATE

4.1 The Project shall be commenced on the date specified in the Notice to Proceed. The total project will be thirty (30) working days after the date in the Notice to Proceed. The term "City business day" is defined to mean those days of the week in which the City of El Monte is open for business and excludes Saturday, Sunday, Friday and any City-observed holiday and the terms "work day" or "working day" mean any day of the week excluding Saturday, Sunday or any federal holiday.

V.
NOTICE AND SERVICE THEREOF

5.1 Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

(a) If the notice is given to the City, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the City at:

City of El Monte
Public Works Department
Attn: Leonardo Torres, City Engineer
El Monte City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731

With a copy to:
Yurhi Choi, Associate Civil Engineer

(b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the

United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the Contractor at:

Nu-Line Technologies, LLC
Frank Durazo
102 Second Street, Suite B, Encinitas, CA 92024
(760) 634-5153

(c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

VI.
LIQUIDATED DAMAGES

6.1 Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of Two Thousand Dollars ($2,000.00) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.

VII.
PREVAILING WAGE

7.1 Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code section 1773 are on file at the City, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the City are current and accurate. The requirement to pay the wage rate so specified is further detailed in the General Conditions. Copies of the prevailing rate of per diem wages may also be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or online at: http://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

VII.
CONTRACTOR REGISTRATION

8.1 By the execution of this Contract, Contractor hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE

By:_____
Alma K. Martinez
City Manager

Date:_____

CONTRACTOR

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 CONTRACT SERVICE AGREEMENT WITH OAKWEST SERVICES INC. TO LANDSCAPE THE VALLEY BOULEVARD AND GARVEY AVENUE MEDIAN ISLANDS FOR AN AMOUNT NOT-TO-EXCEED $121,933

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Contract Service Agreement with Oakwest Services Inc. to landscape the Valley Boulevard and Garvey Avenue median islands for an amount not-to-exceed $121,933; and

2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with Oakwest Services Inc.

BACKGROUND

On October 29, 2019, City Council approved a standardized El Monte Median Island Layout Plan. The approved uniform landscape plan offers median island beautification and water conservation (per drought guidelines). The medians located at the intersection of Valley Boulevard and Garvey Avenue are outdated with water run-off and water infiltration issues, inefficient and outdated irrigation systems, and an older aesthetic incompatible with the City's adopted median island design plans.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works staff solicited bids from three (3) qualified landscaping contractors (Attachment 1) to landscape the Valley Boulevard and Garvey Avenue median islands. The contractor will use design plans created by Public Works staff and modeled after

approved standardized El Monte Median Island Layout Plans to remove all grass, plants, trees, mounding, and the existing irrigation system. The contractor will install Mexican Pebbles, decorative concrete bands, drought tolerant trees and plants, and a new efficient drip irrigation system (Attachment 2). Once approved and the contractor will have 60 days from the notice to proceed to complete this project.

Staff recommends awarding a Contract Service Agreement to Oakwest Services, Inc. to landscape the Valley Boulevard and Garvey Avenue median islands for an amount not-to-exceed $121,933 (Attachment 3).

FISCAL IMPACT/FINANCING

Approval of this recommended project will have no impact on the General Fund. The Public Works Department has budgeted Measure R funds in FY2019-20 Operating Budget under account number 212-67-681-6111 to cover the $121,933 contract to landscape the Valley Boulevard and Garvey Avenue median islands.

CONCLUSION

Staff recommends that the City Council approve and award a Contract Service Agreement with Oakwest Services, Inc.; and authorize the City Manager, or her designee, to execute the agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment(s):

Attachment 1 – Bid Summary Sheet

Attachment 2 – Scope of Work and Median Island Plans

Attachment 3 – Contract Service Agreement

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

ATTACHMENT 1

LIST OF BIDS

Vendor	Bid
OakWest Landscape	$121,932.74
North Star	$168,730.00
CVL	$169,800.00
Nexus	
Bid totals were based on the price to complete median island landscape work at Valley Boulevard and Garvey Avenue.	

BID PROPOSAL

OakWest
LANDSCAPE

TO : CITY OF EL MONTE
PUBLIC WORKS -
Valley/Garvey Median Landscape Project
State Prevailing Wage

BID DATE: 11-Jun-20
PRPOPSAL # 200611

Item No.	ITEM DESCRIPTION	Qty.		Unit Price	Item Total
	AREA PROPOSAL				
	Valley/Garvey Median Per-Scope of Work & Supplied plans.				
	PROPOSAL TOTAL				$ 121,932.74

CONTRACTOR:

By: _____ Date: 6/11/2020

Project Manager

NOTE:
Site to be received +/- 1/10th of finish grade.
City to demo, clear & grub
City to provide erosion control material

Scope of Work / INCLUSIONS:

- Install Mexican Beach Pebbles, Size 5" – 8", Color – Buff grouted in place over mortared bed at the median tips per landscape plan
- Install 18" wide – 4" depth 3,000 psi Portland Cement Concrete strip mixed with Brickform Liquid Color – Coffee LC-2165 pigment per landscape plans
- Install landscape plants and trees per landscape plan with the appropriate species, size and spacing.
- Install new drip irrigation system starting at the point of connection (POC)
- Install new Rainbird 1" Control zone kit with PEB valve, Rainbird XFS subsurface dripline system (grid) with 12" spacing, 0.6 gph flow rate, new irrigation valve boxes, flush valve and air relief valve
- Backfill subsurface dripline irrigation system with 4" of top soil. Final grade shall be 1" below top of curb
- Do not install mulch

City of El Monte Public Works will perform the following work:

- Remove all grass, plants, trees and remove soil approximately 4" – 6" below top of curb
- Remove existing irrigation system and leave contractor a point of connection (POC) in each median

EXCLUSIONS:
Permits, Fees, Soil export, Import soil / Top soil, Connection (by others) Water Meter (by others), Repair to damage caused by others, Traffic control, SWPPP, Saw Cutting/Coring, Concrete demo or repair, Asphalt Demo and repair, Spoils Haul off, Any Item not included on plans or Specs.

Estimate

10831 Downey Ave
Downey, CA 90241 US
accounts@northstarlandcare.com

NORTH STAR

ADDRESS
City of El Monte

ESTIMATE #	DATE
1011-21	06/11/2020

SALES REP
Tony

NORTH STAR
Landscape

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Landscape	Per city plans for center median landscaping project on West and East side Valley Blvd and East and West side of Garvey Ave. (labor and parts plus mark up included.)	1	168,730.00	168,730.00

Connect and install irrigation to City valves, install plants per specifications,

Install and lay stone per specifications.

City will remove existing vegetation including trees, and will prepare soil to 4 inches off of existing curb height.

TOTAL **$168,730.00**

Accepted By

Accepted Date

June 10, 2020

City of El Monte
Attn: Jerry Moreno
3390 Arden Drive
El Monte, CA. 91731

Re: Landscaping Median at Valley x Garvey- El Monte **Revised 6-10-2020**

Casa Verde Landscape (CVL) proposes to install flatwork, plant materials, and irrigation to specifications; per plans provided by Jerry Moreno for The City of El Monte; for a total price of **$169,800.00** this proposal includes the following:

Irrigation:

- (4) New Irrigation zones Rainbird XCZ 100- PRB-COM drip kit's w/ XFS with coper shield technology tech-line.
- Tech-line XFS 12' O.C. emitter spacing in a grid pattern with .6 GPH flow rate
- Tech-line will be buried 4" below grade
- All new zones will have an air relief valve at the highest point in planter and flush valve at the lowest point.
- All new valves will be inside a standard irrigation valve box 14" x 19" with ¾ inch gravel base and branded lid to I.D.
- Note- Water P.O.C. and junction wire box for wiring to the new valves needed.
- All fittings and pipe to complete installation

Plants:

- (5) 36"-box Handroanthus Pink Trumpet trees
- (131) 5-gal assorted plants
- (252) 1-gal assorted plants
- (9) flats of ground cover

Misc:

- Soil amendments as needed per soils test
- Mulch not included by others
- 90-day maintenance on newly installed

CVL

Flat work:

- Form and pour approx. 3,130 SF of colored concrete band
- Concrete bands approx. 18" wide 4" thick Portland Cement 3,000 PSI mix
- Color is liquid mix color-Coffee LC-2165

Mexican Beach Pebble:

- Provide and install approx. 1,770 SF of 5-in to 8-in Mexican beach pebbles set in bed of concrete and grouted in place.

NOTE: all work proposed to meet El Monte City spec requirements.

Traffic control allowance (15) working days

Please authorize and send a copy to the office. If you have any questions or require further clarification, please call me at 909-483-2494.

Thank you,

John R. Lloyd *CLP*

CVL

Please make the following conditions a part of our contract should Casa Verde Landscape be awarded the contract.

1. This offer is good for (60) days to coincide with our material bids from our vendors, please contact John Lloyd to extend date.
2. Two move on's included in the above proposal. One for sleeving and the second for start of irrigation and planting. Any additional move on's will be at $500.00, each.
3. Payments are to be made on a monthly draw basis and will be paid no later than the 25th of the month for prior month work completed. All payments past due over (30) days, are subject to a 2% per month late fee.
4. No imported soil or exported soil is included in this proposal.
5. All planters are to be clear of construction debris and graded to plus or minus (.10) foot of finish grade. Casa Verde is responsible for finish grade.
6. Point of connection is assumed to be stream side of the water meter installed by others.
7. 110 volt electrical power is to be made available for the irrigation controller by others with the final connection made by Casa Verde Landscape.
8. All change orders for an additional work request must be in writing and signed by an authorized representative before the start of work.
9. Working hours are based on a (40) hour work week with no weekends or holidays unless otherwise noted. Additional hours or weekends will be at an additional charge.
10. Should any disputes in our contract arise between the owner or general contractor, we elect arbitration, without waiving our lien rights.
11. Prevailing Wage Labor rate for additional work are as follows:

Supervisor	$125.00 an hour
Irrigation Tech	$108.00 an hour
Foreman	$92.00 an hour
Landscape Laborer	$58.00 an hour

12. We anticipate the job will require (15) working days to complete from start of irrigation installation, not sleeving.

<u>General Notes are a part of this proposal:</u>

- All city deposits, permits, geo surveys, landscape architects, or any additional engineering to be at owner's expense.
- Any rain delays may increase project time. 1 rain day = 2 working days
- All plant material by Village or Boething nursery
- No hardscape or pavers included
- Must have crane access within 25' for 60" & 48" box trees and large palms

CVL

Landscing Median at Valley x Garvey- El Monte			6/10/2020
Overall Project Summary			
All plant material and planting (includes trees, shrubs, accent shrubs, lawn grass, ground cover, root barriers, soil, soil media, topsoil, wood chip mulch, visqueen, filter fabric, rock, etc. as noted on plans) Includes All irrigation, drainage, sleeving, piping and connections to complete proper irrigation installation, includes everything on plans, including but not limited to swales/bio infiltration basins and flow- through or private entry planters	QTY	Unit Pric	Extended $
PLANTS			$ 19,535.00
Handroanthus Pink Trumpet Tree	5	580	$ 2,900.00
5-Gal Assorted Plants	131	35	$ 4,585.00
1-Gal Assorted Plants	252	15	$ 3,780.00
Flats of Ground Cover	9	30	$ 270.00
Labor and Equip	64	125	$ 8,000.00
IRRIGATION			$ 20,800.00
RB XCZ 100- PRB- com drip kit w/ XFS Coper Shield included	4	2200	$ 8,800.00
I.D tag in valve box included			$ -
3/4 inch crushed gravel included			$ -
Ball valve at the P.O.C. in box included			$ -
Labor and Equip	96	125	$ 12,000.00
Flatwork			$ 129,465.00
Form and pour approx. 3,130 SF of colored concrete band	3130	18	$ 56,340.00
Concrete bands approx. 18" wide 4" thick Portland Cement 3,000 PSI mix			$ -
Color is liquid mix color-Coffee LC-2165			$ -
Provide and install approx. 1,770 SF of 5-in to 8-in Mexican beach pebbles	1770	26	$ 46,020.00
set in bed of concrete and grouted in place.			
Traffic plan allowance	1	3105	$ 3,105.00
Traffic control cones, lane closure, set up and pick up daily	15	1600	$ 24,000.00
Site Amenities	N/A		$ -
Labor and Equip			$ -
Paving	N/A		$ -
Labor and Equip			$ -
Low Voltage Lights Add	N/A		$ -
Labor and Equip			$ -
			$ 169,800.00

City of El Monte – Valley/Garvey Median Landscape Project

Scope of Work

City of El Monte Public Works will perform the following work:

- Remove all grass, plants, trees and remove soil approximately 4" – 6" below top of curb
- Remove existing irrigation system and leave contractor a point of connection (POC) in each median

Contractor shall perform the following work:

- Install Mexican Beach Pebbles, Size 5" – 8", Color – Buff grouted in place over mortared bed at the median tips per landscape plan
- Install 18" wide – 4" depth 3,000 psi Portland Cement Concrete strip mixed with Brickform Liquid Color – Coffee LC-2165 pigment per landscape plans
- Install landscape plants and trees per landscape plan with the appropriate species, size and spacing.
- Install new drip irrigation system starting at the point of connection (POC)
- Install new Rainbird 1" Control zone kit with PEB valve, Rainbird XFS subsurface dripline system (grid) with 12" spacing, 0.6 gph flow rate, new irrigation valve boxes, flush valve and air relief valve
- Backfill subsurface dripline irrigation system with 4" of top soil. Final grade shall be 1" below top of curb
- Do not install mulch

Plant Legend

PT

36" box
Handroanthus impetiginosus
Pink Trumpet

- Senecio mandraliscae
  Blue Chalksticks
  Flats – 12" spacing

A●S Aloe striata
Coral Aloe
5 gallon – 12" spacing

K●P Anigozanthos 'Bush Ranger'
Dwarf Kangaroo Paw
1 gallon – 18" spacing

A●R Phormium 'Amazing Red'
1 gallon – 24" spacing

B●G Agave 'Blue Glow'
5 gallon – 24" spacing

B●R Bougainvillea 'Rosenka'
5 gallon – 48" spacing

N●G Lantana 'New Gold
1 gallon – 24" spacing

B●F Agave 'Blue Flame'
5 gallon – 36" spacing

18” wide – 4” depth 3,000 psi Portland Cement Concrete strip mixed with Brickform Liquid Color – Coffee LC-2165 pigment

BRICKFORM® Liquid Integral Color™

FOR TECHNICAL ASSISTANCE PLEASE CALL 800-483-9628

Different types of finishing techniques and curing methods will alter the finished appearance of Liquid Color. A job-site sample or test slab should be done, using the specified materials, as well as the finishing and curing techniques that will be used on the project. Batch to batch uniformity must be maintained to produce consistent color.

Custom Colors: With the BRICKFORM Liquid Color system virtually any pre-established industry color can be matched with minimal lead time. Non-established colors can also be matched with longer lead times. Call BRICKFORM or your local BRICKFORM Distributor for more information.Different colors in cement, as well as some sands and water content will result in different colors.

BASE COLOR: The colors on this color chart approximate laboratory samples of troweled concrete made from a 6-sack mix, using Type II Gray Portland Cement (see base color sample), Silica Sand, and water to achieve a 4-inch slump.

Stock Colors

LC-2310 Mesa Buff	LC-2115 Aspen	LC-2120 Pewter	LC-2225 Charcoal
LC-0310 Cream Beige	LC-2230 Desert Sand	LC-2235 Terra Cotta	LC-2240 Brick Red

Standard Colors

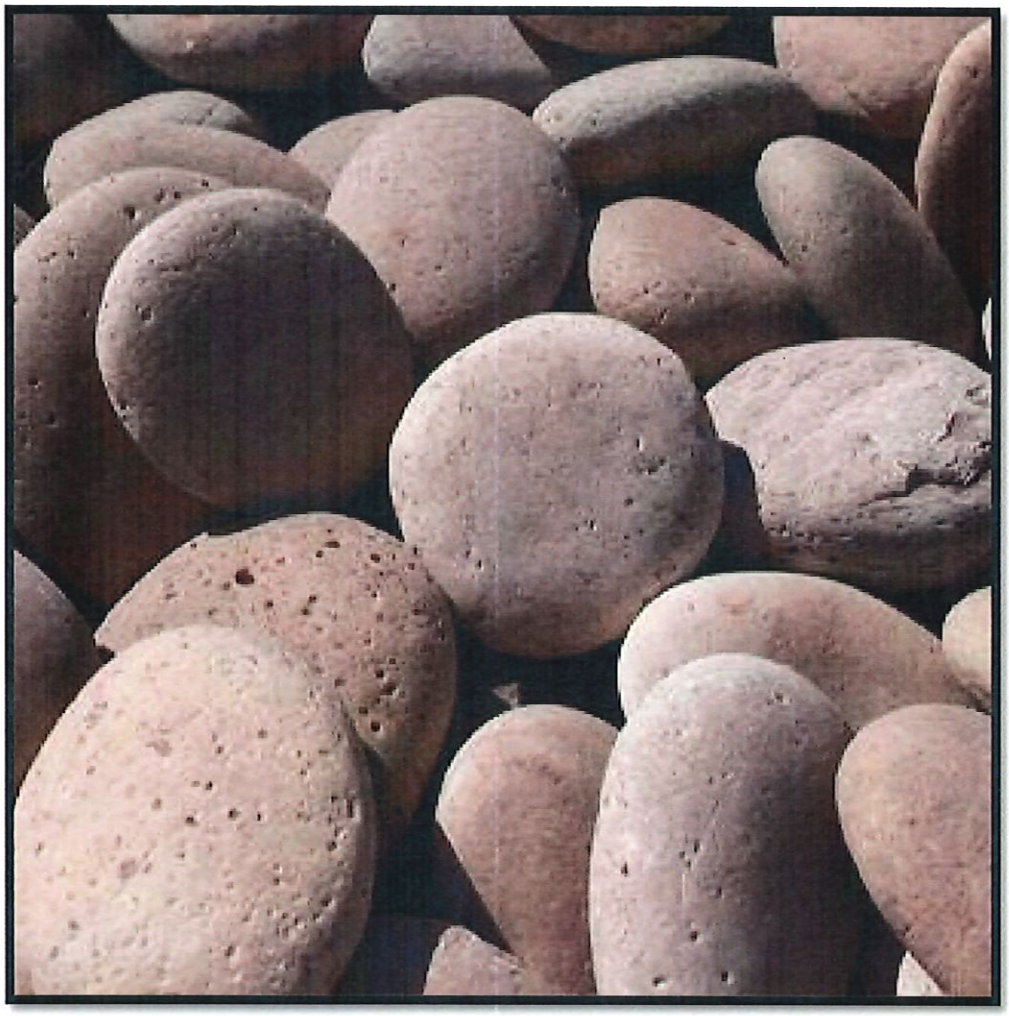
LC-[illegible]tone	LC-2250 Sombrero Buff	LC-2255 Coachella Sand	LC-2360 San Diego Buff
LC-2165 Coffee	LC-2170 Phoenix Tan	LC-1015 Blush Beige	LC-1090 Sun Buff

Designer Colors

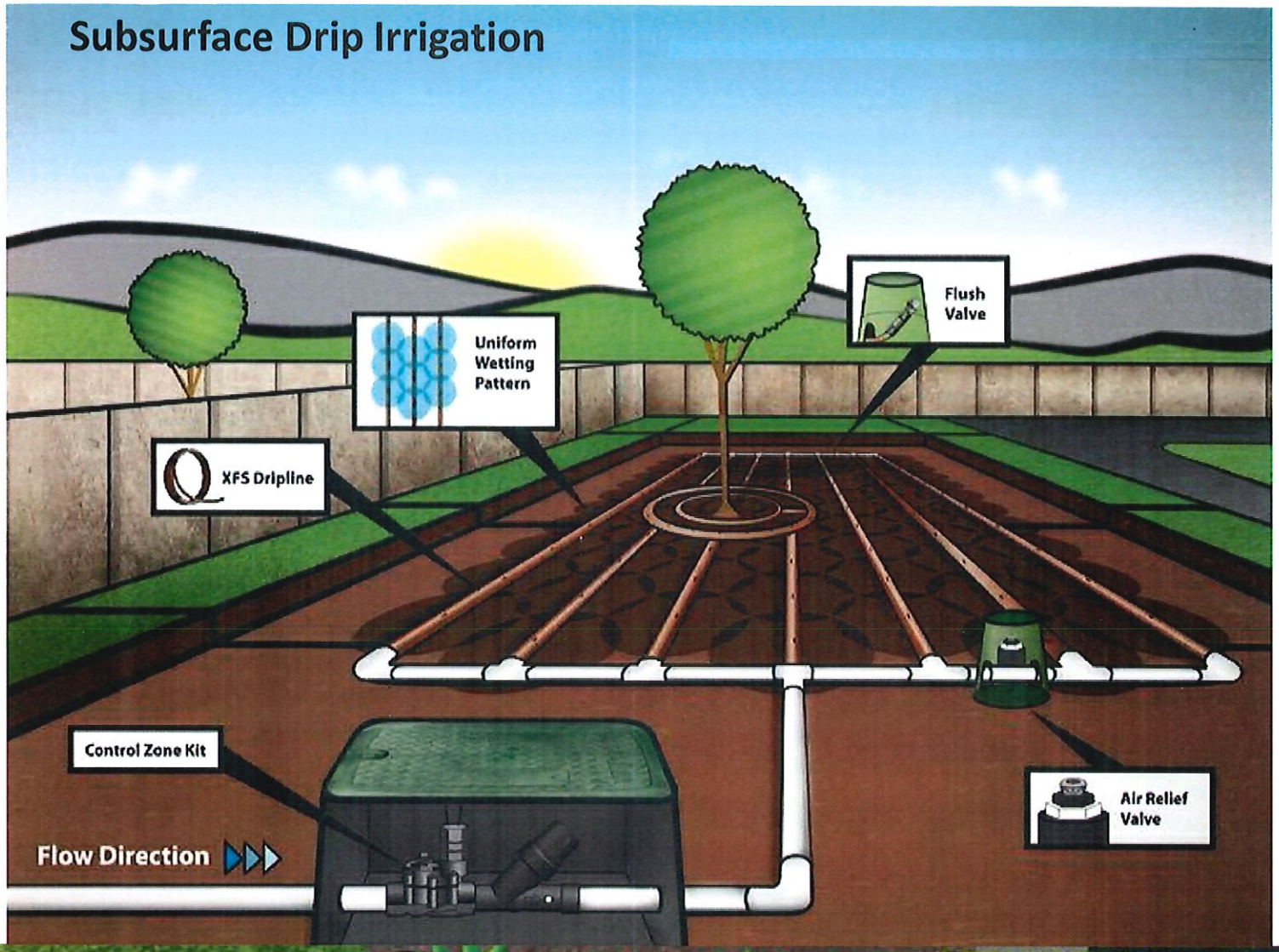
LC-0250 Oyster White	LC-2275 Porcelain Gray	LC-2280 French Gray	LC-2285 Dark Gray
LC-2390 Willow Green	LC-2295 Dusty Mauve	LC-2200 Quarry Red	LC-2350 Sedona Red

BRICKFORM® A Division of Solomon Colors, Inc.
4050 Color Plant Road, Springfield Il 62702
Customer Service: 800-483-9628

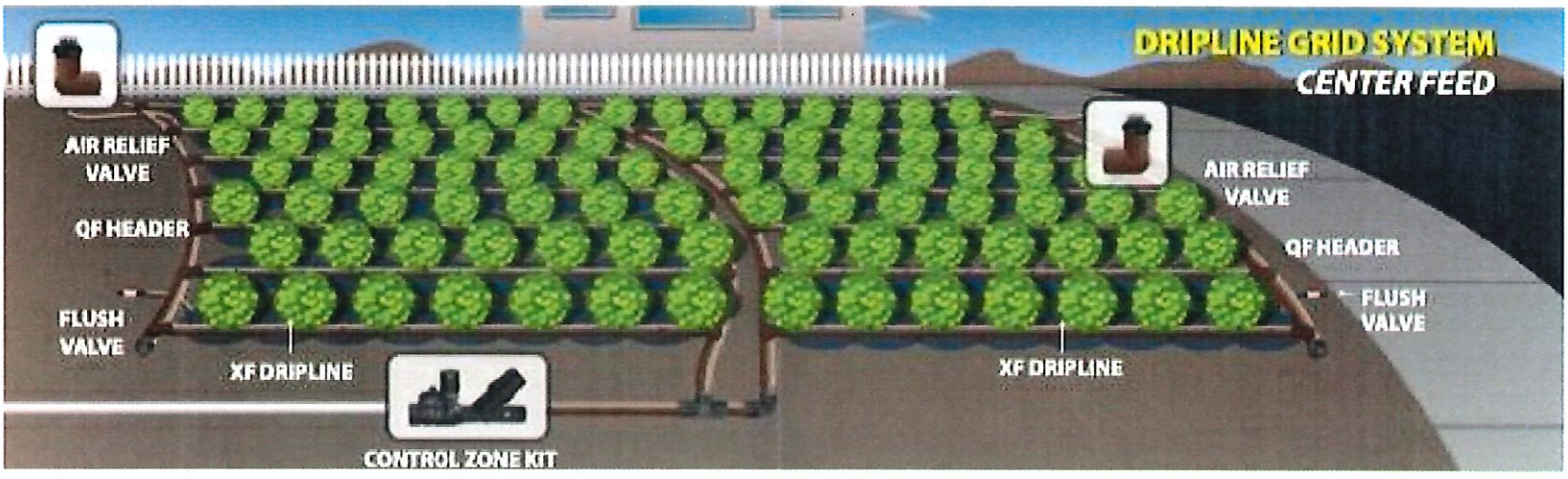
Mexican Beach Pebbles 5” – 8”
Color – Buff



Install 5”– 8” Mexican Beach Pebbles grouted in place over mortared bed


Subsurface Drip Irrigation
Uniform Wetting Pattern
Flush Valve
XFS Dripline
Control Zone Kit
Air Relief Valve
Flow Direction

DRIPLINE GRID SYSTEM
END FEED
AIR RELIEF VALVE
XF DRIPLINE
CONTROL ZONE KIT
QF HEADER
TLF FITTINGS


DRIPLINE GRID SYSTEM
CENTER FEED
AIR RELIEF VALVE
QF HEADER
FLUSH VALVE
XF DRIPLINE
AIR RELIEF VALVE
QF HEADER
FLUSH VALVE
XF DRIPLINE
CONTROL ZONE KIT

2020
CONTRACT SERVICES AGREEMENT
(Contractor: Oak West Landscape)
(Nature of Engagement: Valley/Garvey Median Landscape Project)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and OAK WEST LANDSCAPE (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires landscape services for the Valley/Garvey Median Landscape Project; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; 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 CONTRACTOR agree as follows:

Section 1. Scope of Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY with landscape services for the Valley/Garvey Median Landscape Project. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "City of El Monte – Valley/Garvey Median Landscape Project Scope of Work" (hereinafter the "CITY REQUIREMENTS") and the written proposal of CONTRACTOR entitled "Bid Proposal Valley/Garvey Median Landscape Project" (hereinafter, the "CONTRACTOR PROPOSAL") dated June 11, 2020. The CITY

REQUIREMENTS and the CONTRACTOR PROPOSAL are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY REQUIREMENTS and the CONTRACTOR 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 REQUIREMENTS and the provisions of the document entitled CONTRACTOR PROPOSAL, the requirements of the document entitled CITY REQUIREMENTS 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.

B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall 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 CONTRACTOR's cessation or abandonment.

Section 2. [Reserved – No Text]

Section 3. 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 written notice to proceed ("Notice to Proceed"). The Work shall be completed sixty (60) calendar days from CITY's issuance of the Notice to Proceed (hereinafter, the "Completion Date").

B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.

C. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subconsultants, to have related services or tasks completed in a timely manner.

E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.

F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

Section 4. Compensation.

A. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the sum of **ONE HUNDRED TWENTY-ONE THOUSAND NINE-HUNDRED THIRTY-TWO DOLLARS AND SEVENTY-FOUR CENTS (121,932.74)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this

Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

B. 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.

C. Following the conclusion of Work requested pursuant to Section 1 above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, 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 shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 5. Standard of Care. CONTRACTOR represents, acknowledges and agrees as follows:

A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;

B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;

C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;

D. CONTRACTOR shall 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.*). CONTRACTOR'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;

E. CONTRACTOR 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 CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill,

knowledge, training and experience to perform those services and tasks contemplated under this Agreement;

G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's 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 shall be maintained throughout the term of this Agreement; and

H. CONTRACTOR 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. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

Section 6. Representatives.

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Braden Yu, Public Works and Utilities Director (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Contractor Representative. For the purposes of this Agreement, Juan Pintor,

Operations Manager, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Section 7. Contractor's Personnel

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the Work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.

B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.

C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.

D. In the event that CITY, in its sole reasonable discretion, at any time during the Term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

F. CONTRACTOR shall obtain and maintain during the Agreement Term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

Section 8. Substitution of Key Personnel. CONTRACTOR 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, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR 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 CONTRACTOR at the request of the CITY.

Section 9. Prevailing Wages and General Labor Compliance and Reporting.

A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file

with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.

F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the

California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of $1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this contract." A subcontractor is not allowed to commence the Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.

H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

Section 10. Prohibited Interests. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, 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 shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the Term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 11. Independent Contractor.

A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this

Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.

F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Section 12. Conflicts of Interest. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be

incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

Section 13. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or set. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

Section. 14. Indemnification.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a)

Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.

C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees 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 CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR 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. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of

CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

Section 15. Insurance.

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to

mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

M. 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

N. 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.

Section 16. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 17. Termination.

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.

B. Termination for Cause. 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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 shall be cured, which shall not be less than the applicable cure period set forth in this Section 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 shall 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. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Events of Default within the following time periods:

    i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing

notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within thirty (30) 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 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "B"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall 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 CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

    ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

    iv. The CITY may exercise any other available and lawful right or remedy.

    CONTRACTOR shall 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.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. No waiver of any default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 18. Force Majeure. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes,

freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 19. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to 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

If to CONTRACTOR:

Oak West Landscape
P.O. Box 11325
Santa Ana, CA 92711
Attn: Juan Pinto, Operations Manager
Phone: (714) 658-2321

Section 20. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorney Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. Governing Law; Jurisdiction. This Agreement shall be interpreted and

governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall 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, shall be in the Central District of California located in the City of Los Angeles, California.

Section 24. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING 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, a municipal corporation

By: _____
Alma K. Martinez
City Manager

Date:_____

OAK WEST LANDSCAPE

By: _____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT "A"

CITY REQUIREMENTS

EXHIBIT "B"

CONTRACTOR PROPOSAL

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 PURCHASE TWO (2) DUAL ELECTRIC VEHICLE CHARGING STATIONS FROM CHARGEPOINT, INC., AND TO ENTER INTO A CONTRACT SERVICES AGREEMENT WITH NOVA ELECTRIC TO INSTALL NEW ELECTRIC VEHICLE CHARGING STATIONS AT THE CITY OF EL MONTE'S PUBLIC WORKS YARD AT A TOTAL PROJECT COST NOT-TO-EXCEED $40,343

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the purchase of two (2) dual electric vehicle charging stations from ChargePoint, Inc., for a not-to-exceed amount of $15,153;

2. Consider and approve a Contract Services Agreement with NOVA Electric to install two (2) dual electric vehicle charging stations at the Public Works Yard for a not-to-exceed amount of $25,190; and

3. Authorize the City Manager, or her designee, to execute a Contract Services Agreement with NOVA Electric.

BACKGROUND

In 2018, City staff applied for and received funding through the Mobile Source Air Pollution Reduction Review Committee's (MSRC) "2017 Local Government Partnership Program." The following two (2) items were approved: 1.) Procurement of an electric, zero-emission flatbed truck; and 2.) Purchase and installation of two (2) dual electric vehicle (EV) charging stations to be installed at the City of El Monte's Public Works Maintenance and Transportation Divisions' Yard located at 3990 Arden Drive.

On April 22, 2019, Council approved the purchase of one (1) electric 2019 Ford E-450 Super-Duty Flatbed Truck. This Public Works Maintenance Division truck was purchased and is now in service.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

MSRC's "2017 Local Government Partnership Program" is unique in that it is not a competitive procurement. The MSRC set aside a funding amount for each city and county to participate; with the City of El Monte to receive a fifty percent (50%) MSRC co-match of up to $149,340.

Proposed electric vehicle (EV) charging stations will be used for City-owned electric vehicles only. Two (2) dual EV charging stations will provide four (4) EV charging ports to charge four (4) vehicles at a time. The EV charging stations will require trenching, electrical work, underground conduit, installation of conductors for a circuit from the main electrical panel board to the new outdoor electrical charging stations' panel board, along with road surface striping.

CONTRACTING PROCESS

Pursuant to El Monte Municipal Code 3.24.060(a) this purchase is recommended as an exception to the City's competitive bidding requirement as it meets the Cooperative Purchase Agreement parameters.

Sourcewell, previously the National Joint Power Alliance (NJPA), is a public agency that serves as a national municipal contracting agency. It has the authority to develop and offer cooperative purchasing services to its membership. The City of El Monte is a member of this organization (Member ID: 26837) and is able to utilize Sourcewell cooperative purchasing contracts in order to provide cost savings and cost avoidances that would otherwise be difficult for a City of our size to realize.

Sourcewell creates national cooperative contract purchasing opportunities and solutions on behalf of its members, which include government, education and non-profit agencies nationwide. Cooperative purchasing contracts provide both time and money saving opportunities for their users. It consolidates numerous individually-prepared solicitations to one cooperatively shared process and by the aggregation of demand from members nationwide.

ChargePoint, Inc. was awarded a Sourcewell Contract (Attachment 1) for the purchase of electric vehicle charging stations. The City obtained a quote from ChargePoint, Inc., (Attachment 2) for two (2) dual electric vehicle charging stations in the amount of $15,153. ChargePoint, Inc., stations were installed and are now operational at City Hall, Public Works Yard, Metrolink Station, and Main Street parking lots.

Staff solicited bids from three (3) qualified electrical vendors (Attachment 3) to install two (2) dual electric vehicle charging stations at the Public Works Yard.

Staff recommends awarding a Contract Services Agreement (Attachment 4) to the lowest responsible bidder NOVA Electric to install two (2) dual electric vehicle charging stations at the Public Works Yard.

FISCAL IMPACT/FINANCING

There is no impact to the General Fund. City staff recommends utilizing funding eligible under Measure R transportation funding for the purchase and installation of the proposed EV charging stations. Total project cost is not-to-exceed $40,343. A breakdown of costs is provided below:

Project Activity	Funding Category	Project Budget
EV Charging Station Purchase	Measure R	$15,153
EV Charging Station Installation	Measure R	$22,900
10% Contingency (Installation)	Measure R	$2,290
	Total Project Budget	**$40,343**

Funding through MSRC will cover fifty percent (50%) of the total project cost which includes a 10 percent (10%) contingency. Per grant guidelines, MSRC will reimburse the City up to $20,171 once project invoices are paid. MSRC revenues received are required to be returned to Measure R transportation funding source.

CONCLUSION

Staff recommends that the City Council approve the purchase of two (2) dual electric vehicle charging stations from ChargePoint, Inc. for a not-to-exceed amount of $15,153; approve a Contract Services Agreement with NOVA Electric to install two (2) dual electric vehicle charging stations at the Public Works Yard for a not-to-exceed amount of $25,190; and authorize the City Manager, or her designee, to execute a Contract Services Agreement with NOVA Electric.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment 1: ChargePoint, Inc., Sourcewell Contract
Attachment 2: ChargePoint, Inc., Quote
Attachment 3: Electrical Contractors' List of Bids
Attachment 4: Contract Services Agreement with NOVA Electric

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED
☐ DENIED
☐ PULLED
☐ RECEIVED AND FILE
☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: ChargePoint, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exceptio	NJPA ACCEPTS
3.17.1.2	"and installation"	ChargePoint does not provide for installation or site preparation. ChargePoint will need to utilize subcontractors to provide this service.	Clarification See Below.
3.35	Addition of the following language after the first sentence.	The warranty provided shall be ChargePoint assure.	Clarification-See Below
5.35.1	Addition of the following language in red.	NJPA expects Vendors to propose their very best prices for similar scope and volume purchases and anticipates price reductions that are due to advancement in technology and marketplace efficiencies. To the extent the Vendor decreases its standard prices for similar scope and volume purchases, Vendor shall provide this same discount under the Program.	Clarification-See Below
6.13	Addition of the following language at the end of the paragraph.	To the extent any equipment is requested, the Member must sign and accept terms of the Vendor's Loaner Agreement.	Accepted
6.19.2	Addition of the following language at the end of the paragraph.	Such marketing plan is dependent on NJPA's provisioning of necessary information to Proposer to implement Proposer's marketing plan.	Accepted.
6.19.3	Addition of the following language in red.	Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both Vendor's management and the sales force.	Accepted.

6.19.4	Addition of the following language in red.	Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging, as determined by the Vendor, to NJPA members.	Accepted.
6.19.5	Addition of the following language at the end of the paragraph.	Proposer has identified the marketing efforts it will engage in if awarded this Contract.	Accepted.
6.19.6.2	Comment	ChargePoint finds this sentence ambiguous. ChargePoint would submit to NJPA a proof, write-up, and logo to be provided in NJPA's online category. ChargePoint would need the print and/or online specifications that NJPA requires in order to provide the requested information.	Accepted.
6.19.6.3	Addition of the following language in red.	Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in the industry periodicals, if any, and other direct or indirect marketing activities promoting the awarded NJPA contract.	Accepted.
6.20	Comment on the following sentence "Proposer should further express their commitment to capturing sufficient member information as it is deemed necessary by NJPA.	Proposer shall identify their commitment to develop a sales/communications process to facilitate NJPA membership in participating in the program and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA. The terms of the Marketing Plan will be mutually agreed upon between Vendor and NJPA.	Accepted.
6.20	Addition of the following language in red.	Proposer shall identify their commitment to develop a sales/communications process to facilitate NJPA membership in participating in the program and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA. The obligations imposed on the Vendor will be identified in the Vendor's Marketing Plan and as may be fully agreed upon between the parties.	Clarification-See Below.
6.21	Addition of the following language at the end of the paragraph.	After providing the COI, NJPA must request any change to the COI or the underlying insurance within fifteen (15) days of receipt.	Not accepted-See below.

6.27	Removal of the language "provided that such terms or conditions must not be less favorable to NJPA's Members	ChargePoint cannot make this representation. ChargePoint has thousands of contracts and cannot represent that the terms offered are more favorable or less. There is no independent review of these contracts from an audit perspective.	Not Accepted.
7.5	Removal of the Performance Bond.	ChargePoint is adequately insured and thus does not provide performance bonds.	Not accepted.
7.12	Addition of the following language in red.	After an order is placed, the Vendor must immediately notify NJPA Members…	Accepted.
7.13	Addition of the following language in red.	Prior to shipment of an applicable order by a Member, NJPA reserves the right…	Accepted.
7.13.3	Addition of the following language in red.	NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond within a reasonable timeframe;	Accepted.
7.13.6	Addition of the following language in red.	The Vendor fails to properly report quarterly sales pursuant to this Program;	Accepted.
7.13.6	Comment	ChargePoint will only report the total dollar volume of sales under the Program	Accepted
7.13.7	Addition of the following language in red and deletion of the language in strikethrough.	The Vendor fails to actively market this Contract within the guidelines provided in this RFP and as agreed to provide by Vendor ~~defined in the NJPA contract launch~~.	Not Accepted.

8.1	Addition of the following language in red and deletion of the language in strikethrough.	Once the award is made, a Vendor is expected to ~~advertise~~ make known the awarded Contract to both current and potential NJPA Members. Such marketing plan shall be at Proposer's discretion.	Clarification.

Proposer's Signature: _____ **Date:** Oct 18, 2017

NJPA's clarification on exceptions listed above:

Clarifications: Accepted as per ChargePoint's response to RFP #051017

Review and Approved:

_____ 10/20/17

NJPA Legal Department

Contract Award
RFP #051017

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

ELECTRIC VEHICLE SUPPLY EQUIPMENT AND RELATED SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRIC VEHICLE SUPPLY EQUIPMENT AND RELATED SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: ChargePoint, Inc. Date: May 8, 2017

Company Address: 254 East Hacienda Avenue

City: Campbell State: CA Zip: 95008

Contact Person: Tony Aquino Title: COO

Authorized Signature: _____

(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD

Reviewed by Legal

Signature:

Date: 8-22-17

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 051017-CPI

Proposer's full legal name: ChargePoint, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 25, 2017 and will expire on July 25, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on July 24, 2017

NJPA Contract # 051017-CPI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name ChargePoint, Inc.

Authorized Signatory's Title VP Finance

VENDOR AUTHORIZED SIGNATURE

Dave Adams
(NAME PRINTED OR TYPED)

Executed on Aug 22, 2017

NJPA Contract # 051017-CPI

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: ChargePoint, Inc.

Address: 254 East Hacienda Avenue

City/State/Zip: Campbell, CA 95008

Telephone Number: 408-841-4500

E-mail Address: sales@chargepoint.com

Authorized Signature:

Authorized Name (printed): Antonio Canova

Title: COO

Date: 5/8/17

Subscribed and sworn to before me this 8th day of May, 2017

Notary Public in and for the County of Santa Clara State of CA

My commission expires: 8-30-17

Signature:

ALVINA CHRISTINE PELAYO
Commission # 2039700
Notary Public - California
Santa Clara County
My Comm. Expires Aug 30, 2017

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: ChargePoint, Inc.

Questionnaire completed by: Peter Feroli

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

   Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   Yes. ChargePoint offers a financing solution for our CT4000 family.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

   Depending on NJPA member needs, ChargePoint would either process orders directly with the NJPA member or pass that order opportunity to a local channel partner. The channel partner would process an order with the NJPA member and an upstream order with ChargePoint for the associated products and services. In either case the NJPA member would pay at or below the contract price and ChargePoint would track order details for quarterly payment of the administration fee on any products purchased from ChargePoint.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

   No. We do not accept the P-card procurement and payment process.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

ChargePoint Assure Terms and Conditions of Service attached below.

- Do your warranties cover all products, parts, and labor?

ChargePoint Assure covers all charging stations offered within this proposal following installation and a successful Site Validation. Assure covers parts and labor for defect and labor for non-cosmetic station damage. ChargePoint Assure Terms and Conditions of Service below.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Yes. See ChargePoint Assure Terms and Conditions of Service attached below.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

No. ChargePoint Assure is available throughout the US and Canada.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

ChargePoint Assure covers all charging stations offered within this proposal following a successful Site Validation.

What are your proposed exchange and return programs and policies?

All sales are final. ChargePoint and its channel partners strive to avoid any situation where improper products are purchased and returns or exchanges are requested. On a case by case basis ChargePoint may allow returns or exchanges with payment of a 20% restocking fee and payment of any required freight charges to correct the problem.

6) Describe any service contract options for the items included in your proposal.

ChargePoint Assure is a full service maintenance and support program. It covers all the products offered within this proposal. Please see the detailed ChargePoint Assure Terms and Conditions below.

-chargepoint-

CHARGEPOINT ASSURE

TERMS AND CONDITIONS OF SERVICE

Welcome to ChargePoint Assure. ChargePoint Assure is a full service maintenance and support program designed specifically for ChargePoint customers.

1. **WHAT IS COVERED:** With ChargePoint Assure, ChargePoint agrees to do each of the following:
   a. Ensure that all parts are provided and labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of electric vehicle charging stations purchased from ChargePoint, Inc., or its representatives ("Charging Stations") in a prompt and professional manner.
   b. Provide remote, automated monitoring of your Charging Stations.
   c. Perform triage with respect to any Charging Station that may be defective.
   d. Coordinate all repairs necessary to have your Charging Station back up and running.
   e. Ensure that you are provided response no later than one business day from the date ChargePoint becomes aware of an issue.
   f. Begin onsite repairs within one business day from the delivery of any parts required to fix your Charging Station.
   g. ChargePoint will provide software moves, adds and changes at no additional cost
   h. ChargePoint guarantees a 98% annual station uptime with a prorated refund of up to the annual station Assure maintenance fee for outages caused by station hardware or software failures in excess of 2% annually
   i. ChargePoint will provide standard monthly summary and quarterly detailed station usage and performance metrics.
   j. ChargePoint will cover the labor portion of non-cosmetic station repairs caused by vandalism, auto accidents or excessive wear and tear.
2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations.
3. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under ChargePoint Assure, ChargePoint needs your cooperation. Specifically, you agree to:
   a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint's obligations.
   b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased Cloud Services subscription necessary for remote access.
   c. Maintain your premises in accordance with all applicable laws, rules and regulations.
   d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
   e. Promptly notify ChargePoint of any suspected defect with a Charging Station.
4. **WHO IS ELIGIBLE FOR CHARGEPOINT ASSURE?:** ChargePoint Assure is only available to purchasers of Charging Stations who either: 1) use a ChargePoint Operations and Maintenance Partner ("O&M Partner") to install their Charging Stations or 2) successfully complete a site validation as described below.
   a. **ChargePoint O&M Partner Installation.** For information on how to contact a ChargePoint O&M Partner, please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.

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b. **Site Validation:** If you do not use an O&M Partner to install your Charging Station, you still will be eligible for ChargePoint Assure after your installation has been validated by ChargePoint or an authorized third party. The purpose of the site validation is to ensure that your Charging Stations were installed correctly, in accordance with ChargePoint's recommended specifications and operational requirements. Site validations require the payment of ChargePoint's then current fee, charged on a "per site" basis. For these purposes, a "site" is defined as any group of Charging Stations whose circuits are terminated at the same power panel.

5. **EXCLUSIONS FROM COVERAGE:** ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
   a. Cosmetic damage such as scratches and dents.
   b. Normal aging.
   c. Except as provided in 1(j) above, abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.
   d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint, performed by an O&M Partner or validated in the manner described above.
   e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
   f. Damage as a result of extreme power surge, extreme electromagnetic field or any other acts of nature.
   In addition ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed by a ChargePoint O&M Partner or a ChargePoint certified installer pursuant to the provisions of Section 4 of these Terms and Conditions.
6. **CONTACT INFORMATION:** If at any time turning the term of your coverage of ChargePoint Assure you believe you have a defective Charging Station, contact Customer Service at 1-877-850-4562 or support@chargepoint.com.
7. **SERVICE TERM:** If you comply with the installation requirements described in Section 4, you will receive, at no-cost, ChargePoint Assure coverage that will replace your standard ChargePoint Warranty and will last for the remainder of the standard Warranty period, if any. You may purchase extensions to your ChargePoint Assure coverage. The extension period will begin on the date your standard Exchange Warranty expires or, if applicable, the date that any extensions to ChargePoint Assure coverage that you have previously purchased expire. Please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.
8. **PAYMENTS:** ChargePoint will send you an invoice for any extended ChargePoint Assure coverage that you order. Payment is due within thirty (30) days of the invoice date. If you have purchased extended ChargePoint Assure and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. Customer may not offset any amounts due to ChargePoint hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Customer will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement and (b) refuse to provide ChargePoint Assure coverage until ChargePoint has received payment in full.
9. **TRANSFERS:** Your ChargePoint Assure coverage applies only to the Charging Stations and installation site for which it was purchased. If you sell or otherwise transfer your Charging Stations, your ChargePoint Assure coverage may not be transferred without ChargePoint's prior written consent.

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10. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or charging stations provided by ChargePoint under ChargePoint Assure may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. All replaced parts and Charging Stations, whether under warranty or not, become the property of ChargePoint. Any replacement parts or Charging Stations so furnished will be covered by ChargePoint Assure for the remainder of your ChargePoint Assure coverage or ninety (90) days from the date of delivery of such replacement parts or Charging Stations, whichever is later.
11. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under ChargePoint Assure. Please read it carefully.
    a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR CHARGEPOINT ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
    b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
12. **ARBITRATION:** These ChargePoint Assure Terms and Conditions of Service are to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any dispute arising from or relating to these ChargePoint Assure Terms and Conditions of Service shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding.
13. **AMENDMENT OR MOFICIATION:** These ChargePoint Assure Terms and Conditions of Service may not be amended or modified except pursuant to a writing executed by each of the parties.
14. **WAIVER:** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.
15. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits ChargePoint from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.
16. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application

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ChargePoint

of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

17. **ASSIGNMENT.** You may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. In the event of any purported assignment in breach of this Section 17, ChargePoint shall be entitled, at its sole discretion, to terminate these ChargePoint Assure Terms and Conditions of Service by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. To the extent of any conflict or inconsistency between these ChargePoint Assure Terms and Conditions of Service and any purchase order, the Agreement shall prevail.
19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

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Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

ChargePoint is offering an assortment of our Level 2 and DC fast Charging Stations, Network Services, and Assure maintenance plans and Accessories. We are offering the CPF25 family and associated configurations for use in Fleet charging applications. With CPF25 we are offering our Connect, Data and Fleet Network services plans with 1-3 year subscription options. The Network Services plans are described in the more detail in the pricing sheet. In addition, with CPF25 we are offering our Assure warranty and maintenance service with 1-5 year prepaid term options. We are offering the CT4000 family and associated configurations for use in most any other commercial charging application. With CT4000 we are offering our Commercial and Enterprise Network Services plans with 1-3 year subscription options. With CT4000 we are offering our Assure warranty and maintenance service with 1-5 year prepaid term options. We are offering our CPE100 - 24 KW, CPE200 – 50 KW, and CPE250 50 KW DC Fast Chargers. Each of the CPE stations are offered with our DC Commercial and DC Enterprise Network Services plans with 1-3 year subscription options. The CPE stations are also offered with our Assure warranty and maintenance service with 1-3 year prepaid term options. Lastly, we are offering a number of Accessories and Services including Site Validation which is required to enable Assure maintenance plans and CT4000 Power Management Kits which allow for infrastructure managed installations of the CT4000 family of stations. This does not include every item listed in our pricing proposal but simply provides a generic overview of the products and services therein.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

ChargePoint has provided a detailed line-item price book showing list price, proposed contract price, and freight costs if applicable. This book is broken into distinct product categories to simplify review. Those categories are Charging Stations, Network Services, Assure Maintenance Plans, and Accessories. Notes are also provided to guide reviewers to creating estimated project pricing.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Discounts range from 0-30% off MSRP.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

___X___d. other than what the Proposer typically offers (please describe).

The pricing offered is the same as we would offer other entities for the same anticipated scope, volume, and product types.

11) Describe any quantity or volume discounts or rebate programs that you offer.

The pricing provided takes into account an assumption of volume created by purchasing across the NJPA membership. However, on a case by case basis ChargePoint may consider providing improved pricing to individual members who intend to purchase large volumes in single orders.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

ChargePoint would consider any installation services including materials and labor beyond the scope of our Install-Valid service listed in our pricing proposal to be "Open Market" options. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an NJPA member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the NJPA member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the member and ChargePoint partner for those services. Furthermore, ChargePoint would not intend to track quarterly or pay Administrative fee on these services.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

As described in question 12 above, ANY installation services including materials and labor beyond the scope of our Install-Valid service is not included in our pricing proposal. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an NJPA member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the NJPA member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the NJPA member and ChargePoint partner for those services.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Freight costs are an additional line item cost listed for hardware products. Freight costs for the US and Canada have been included in the pricing proposal for most items requiring shipment. For those items listed as "Request Cost"

ChargePoint will provide pricing upon request via FedEx. In addition, if NJPA members are able to require their own shipping carrier upon purchase.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Line item freight costs have been provided for delivery to Alaska, Hawaii and Canada.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

No unique distribution and/or delivery methods or options offered in your proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any NJPA opportunities appropriately so they receive the contract pricing and terms. If these leads are required to pass through a channel or O&M partner we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all NJPA tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the NJPA administrative fee can be easily calculated and paid.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

In the event ChargePoint is awarded a Contract, ChargePoint will pay an administrative fee to NJPA of 2% of sales under the Contract for orders of Charging Stations, Network Services, Activation Services, Assure Maintenance Plans, Validation Services and Accessories explicitly priced in this pricing sheet of this proposal. ChargePoint will not pay administrative fee on installation services sold by channel or O&M partners, freight costs, Network Services renewals or Assure renewals.

Industry-Specific Questions

19) Identify the subcategory or subcategories that best describe your solutions: hardware manufacturer or distributor, network service provider, or both. If the subcategory that best describes your solutions is not identified, provide the subcategory title(s) that best describes what you are offering in your response.

ChargePoint meets all the categories: manufacturer, network provider, installation, professional services, support and maintenance.

20) Describe the features of your proposed solution(s) that address serviceability (maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

High-quality service and support start with high-quality products, site preparation and installation, but these elements alone aren't enough. ChargePoint's EV charging stations are the most advanced and reliable in the world, but site conditions can change, wear and tear occurs and accidents or equipment failures can happen. That's why ChargePoint offers the best and most comprehensive support, maintenance and warranty program in the industry—ChargePoint Assure. Assure covers everything you need to keep your ChargePoint station up and running, including unlimited changes to station policies, as well as parts and labor to fix any hardware issues.

Stay on Top of Operations with Proactive Monitoring

- Find out about problems before your drivers do with remote monitoring

- Get 98% annual station uptime with a non-performance penalty for outages caused by station hardware or software failures
- Keep your stations up and running with proactive troubleshooting and dispatch services
- Fix problems with on-site labor that ChargePoint dispatches
- Station owner support - Call us during business hours (5 AM – 6 PM Pacific)
- Driver support 24/7/365

Count On a Fast Fix with One-Business-Day Response Time

- We respond to all issues within one business day
- ChargePoint certified technicians will be onsite to repair your station within one business day of receiving any required parts
- U.S.–based support specialists coordinate all repairs

Rest Easy with the Industry's Leading Parts and Labor Warranty

- We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- We cover labor to repair issues that often aren't covered under warranty, such as vandalism, auto accidents and excessive wear and tear

21) Hardware providers, respond to a., b., c., and d. below:

a. identify the product(s)/services being proposed by placing an "X" in the applicable box or boxes.

		Mount Type		Hardware		Port	
	Installation	Wall	Pedestal	Non-Network	Network	Single	Dual +
Level 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Level 2	X	X	X	N/A	X	X	X
DC Fast Charge	X	X	X	N/A	X	X	X

b. If applicable, describe your process for site assessment, site prep, and installation and describe your installation network.

A successful application we need to have a clear understanding of the NJPA members needs so we can determine the appropriate application. Once we understand the application and know the station model and station count we will work the NJPA's member to coordinate a site assessment to determine installation approach and associated costs.

General guidelines for site assessment include:

1) Evaluation of existing electrical infrastructure to determine if sufficient existing utility service and electrical panel capacity exist and to identify costs for any necessary upgrades and/or a new dedicated electrical panel.

2) For installation of dedicated EV electrical panel, choose panel location in close proximity to existing electrical supply.

3) Identify parking spaces for EV charging that are in close proximity to an electrical room with common area electrical panel; reduce distance for conduit runs and electrical wiring from electrical panel to all proposed EV parking spaces.

4) If possible, avoid or minimize trenching requirements, especially more costly trenching to run conduit under asphalt surfaces.

5) Choose adjacent parking spaces in an area with adequate lighting and identify suitable locations with flat surface for wall mount stations or suitable surface for pedestal mount stations.

6) Use dual-port pedestal mount stations where possible in open areas for adjacent or tandem parking spaces.

7) Determine optimum conduit layout to minimize linear conduit costs to multiple EV parking spaces and size all conduit and electrical wiring in accordance with National Electric Code requirements.

8) Measure cellular signal levels for 3G Verizon and 3G AT&T carriers and identify optimum location for placement of ChargePoint gateway devices.

9) For below ground-level or enclosed parking garages, installation of a cellular signal booster often is required with indoor antenna located near EV parking spaces and outdoor antenna typically located at the garage entrance ceiling or on the rooftop where cellular signal levels are optimum.

10) Determine cost budget options for make-ready electrical infrastructure to satisfy current needs and future needs. Prioritize locations for installation of charging stations based upon immediate and future needs, construction timelines, and costs.

At the completion of the site assessment a scope of work will be created that will define everything necessary to prepare the site so the charging stations can be installed. This scope of work will include new transformers and electrical panels if required, distances from electrical panels to station locations, whether concrete pads will be needed or if the stations will be mounted on the wall, paths of the conduit runs, areas where they will have to trench, etc.

It is important to note if the NJPA member has pre-existing infrastructure or are using their own preferred electrical contractor, a Site Validation by our national partner will be required to certify compliance with electrical specification requirements and to ensure reliable charging services to EV drivers.

After electrical work is completed, The ChargePoint Activations team and our partner will work with the NJPA member to determine preferred station configuration such as pricing and access policies strategies.

ChargePoint has a network of over 2,000 certified installers and 13 O&M (Operations & Maintenance) partners located through the United States and Canada who are qualified to perform site assessments, engineering, permitting, and installation services for any EVSE application.

c. Is your equipment Open Charge Point Protocol (OCPP) compliant at the charger level?

ChargePoint will be fully compliant with OCPP 1.6 at both the charger and cloud level by September 2017. Stations that are already installed will be automatically upgraded over-the-air (OTA) to add support for OCPP 1.6.

d. Describe the ability of your hardware solutions to be integrated with network service providers and

identify those network service providers with which your hardware solutions integrate.
Response from another RFP:

All ChargePoint stations operate natively on the ChargePoint network, but should individual station owners decide not to renew with ChargePoint the stations may be moved to an OCPP network of their choosing. The process to move to another network will be documented and made available to customers that choose this path.

22) Network service providers, respond to a., b., c., d., and e. below:

a. identify the products and/or services being proposed by placing an "X" in the applicable box or boxes.

	Communication Type			Station Access			
Network Service Providers	Cellular	Wi-Fi	Ethernet	RFID	App Based	Credit Card	On-Site Keypad
Level 2	X	NA	NA	X	X	X	NA
DC Fast Charge	X	NA	NA	X	X	X	NA

b. Describe your data security practices for payment processing and user information.

ChargePoint is PCI Certified as both a Service Provider and Merchant and audited by 3rd party QSA. The ChargePoint Network undergoes regular PCI-DSS compliance certification testing from a third-party auditor. The current Attestation of Compliance is available to customers under NDA.

ChargePoint commercial charging stations connect to the ChargePoint cloud over a private, encrypted M2M VPN connection using the cellular data network. M2M VPN cellular networking is more secure and completely isolates the charging stations from the local IT infrastructure, which is strongly recommended by the Payment Card Industry (PCI).

ChargePoint has an internal IT process for all employees to follow if job responsibilities involve working with user personal, sensitive information. Employees go through yearly compliance training also.

Tier I service providers host ChargePoint's data centers. All data centers are SSAE16 compliant. The hosted data center has physical security in place and prevents any access to servers by unauthorized parties, and undergoes independent physical security audits as part of their own PCI certification process. The ChargePoint Network is running in two physically independent (hundreds of miles apart) secure hosted data centers, providing fail-over capabilities for disaster recovery and business continuity.

This security documentation is available to NJPA members, some information may require an NDA.

c. Describe the ability of your proposed solution to accommodate multiple user groups (e.g., fleet, public, employees, etc.) as related to access control and pricing structures.

ChargePoint has hardware and network services/software designed to meet the unique needs of every application an NJPA member has - workplace, fleet and public charging. To ensure success, each application needs a charging solution designed for that specific need. ChargePoint is unique in that we have a dedicated fleet solution, a workplace solution and the world's largest EV driver

network to maximize utilization at public stations. ChargePoint stations can also be set up as mixed use so they can be used across multiple applications. Through a single software platform, NJPA members will be able to manage their portfolio of stations across each application and analyze data by each driver group (employees, fleet, public).

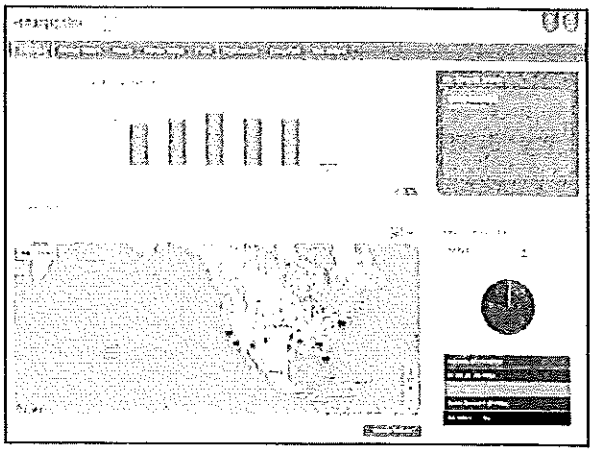
The NJPA member is in complete control of the charging station policies and ChargePoint will work closely to configure and design our software platform to meet the needs of the desired application. The station will apply appropriate policies (access control, pricing, etc.) based on the driver account (employee, fleet, public) that activates a charging session.

ChargePoint's access control features allow NJPA members the ability to restrict station usage for employee, fleet or public. ChargePoint stations also allow for scheduled access controls. For example stations can be restricted to employee use during business hours and opened to the public on evenings or weekends. This may be desirable for locations that are near amenities to help promote EV adoption in the community and as a way to increase the utilization of the stations without impacting employee access.

ChargePoint flexible pricing policy options allow workplace site hosts to implement unique pricing rules for employees, fleets, and the general public. Pricing rates may include energy (kWh) rates and/or parking rates ($/hour) that vary by length of time the vehicle is plugged in or rates that vary by time of day. To promote efficient use of charging ports, site hosts can set up pricing policies with "taxi-style" pricing rates as a financial incentive for EV drivers to move their vehicle promptly and make charging ports available for other users. For example, a workplace site host may want to establish an escalated pricing policy for employees where the fee goes up after 3 hours to encourage turnover and make efficient use of charging ports by all employees with EVs. As with scheduled access controls described earlier, scheduled pricing is also available that will allow pricing to vary by time of day and/or day of week.

d. **Describe the reporting capabilities of your proposed solution, including the types of data collected, methods of user access to reports, and report customization options. Provide a sample report from your proposed solution demonstrating its data collection capabilities.**

ChargePoint provides extensive monitoring and reporting capabilities in a user-friendly and highly flexible web interface. The NJPA member would have access to the web portal and the standard set of reports is included in the network service plan at no additional cost.

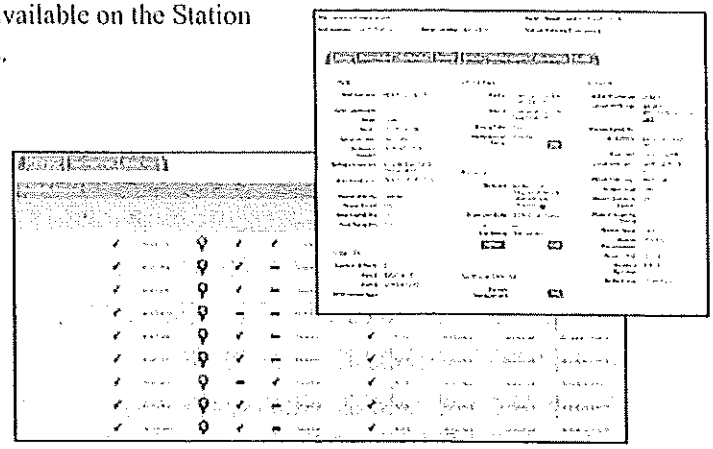


The ChargePoint web portal provides the tools necessary to actively monitor and manage all stations, including real-time status for each port; making it easy to view important information in a clear and concise table format.

Detailed real-time status for individual stations is available on the Station Properties page, including active charging sessions.

Administrators have the ability to:

- Get live status, including network connectivity and port status
- Reboot the station
- View live charging sessions
- View a history of charging sessions



All reports may be exported to Excel or CSV format from the reports page directly. Alternatively, data may be retrieved using the ChargePoint Web Services API.

The categories of reporting available on ChargePoint include:

Port Utilization Chart: This is a view of station utilization during common business hours.
You can use this information to determine if updates need to be made to pricing / access policies or if stations should be added.

Session Start Distribution Chart: This is a view (by day) of what times drivers start sessions.
You can use this information to fine tune time of day pricing policy rules.

Station / Port Count: In order to be counted, a station must have the "Assure" entitlement applied.
This is the number of stations / ports that currently have the "Assure" entitlement.

Total Revenue: This is the sum of session fees generated by your "Assure" stations minus the ChargePoint service fee (10%).
This data point can be useful in generating financial reports and budget justification.

Energy (kWh): All energy dispensed through your "Assure" stations.
This data point can be useful in reconciling station energy against energy bills.

GHG Savings (kg): All the green house gasses (95% CO2) that would have been released had the miles provided by your stations come from gasoline.
This data point can be useful in sustainability reporting.

Unique Drivers: The number of unique drivers that used your stations this month (a driver would be counted only once even if they used different RFID cards).
An understanding of the number of unique drivers visiting may be useful in creating station messaging / video ads.

Gasoline (Gal) Saved: All the gasoline that would have been burned had the miles provided by your stations come from gasoline.
This data point can be useful in sustainability reporting.

ChargePoint Response SL: Percentage of tickets to which ChargePoint responded within Service Level (1 business day).
ChargePoint holds itself accountable to our Service Level commitment.

Uptime: Percentage of time that your ports were capable of dispensing power.
ChargePoint is committed to keeping your ports dispensing power 98% of the time or better.

Sessions: Total session count.
An understanding of the number of times your stations authorize a session can be useful creating station messaging / video ads.

Average Session Duration: Average amount of time drivers occupy your stations.
This data point can be useful in fine tuning length of stay pricing policy rules.

Average Charging Time: Average amount of time per session energy is flowing.
This data point can be useful in fine tuning length of stay pricing policy rules.

Average Session Energy: Average amount of energy dispensed.
This data point can be useful in fine tuning price per kW pricing policy rules.

Average Session Revenue: Average session fee - 10%.
This data point can be useful in fine tuning minimum & maximum values for pricing policy rules.

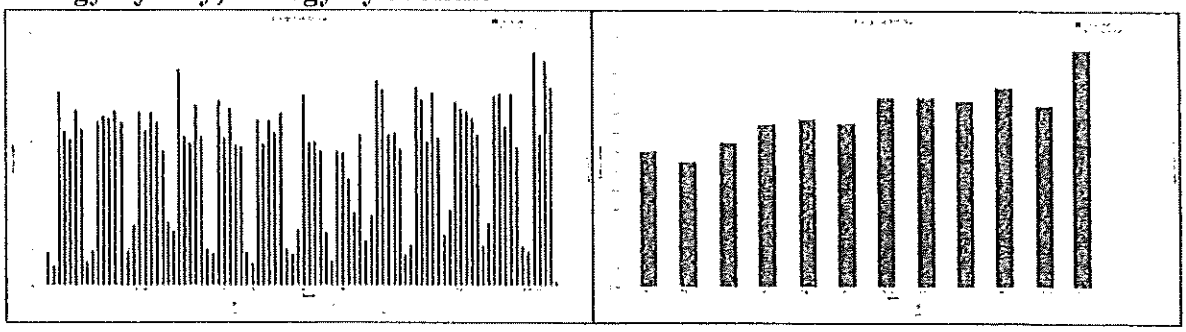
Total Hours Occupied: Sum of all session durations.
This is used in part to determine utilization.

Total Hours Charging: Sum of all session charging durations.
This is used in part to determine utilization.

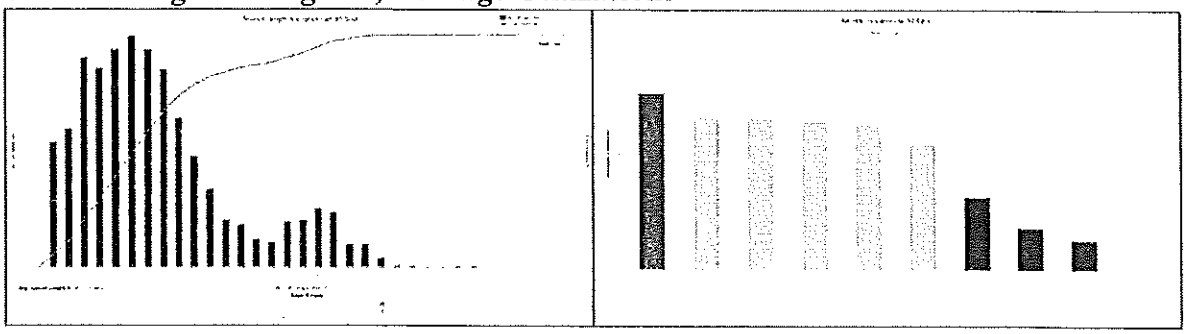
New Service Tickets: Count of trouble tickets tracking issues with a "Assure" station created this month.
This will help in keeping track of station fault issues raised with ChargePoint Support.

Sample Reports:

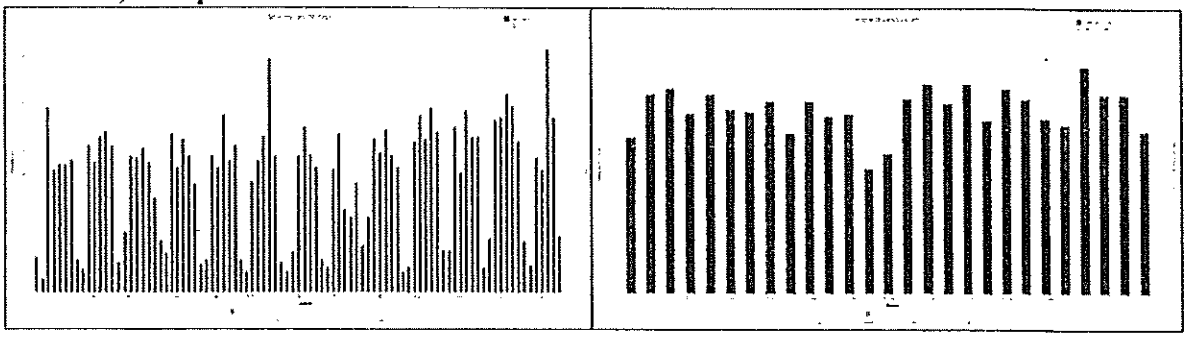
Energy by Day, Energy by Month:



Session Length Histogram, Average Utilization:



Sessions, Unique Drivers:



Below is an example of our most popular report, *Session Details Report*, it provides all the details for each session on each port.

ChargePoint
Session-Details-Repor

e. If applicable, identify the other fleet and/or building management software programs with which

your proposed solutions integrate, and describe your experiences with such integration.

Fleet Card Partnerships
ChargePoint has partnered with US Bank (Voyager Fleet Card) and WEX to offer customers the convenience of paying for and tracking electric fuel with their existing fleet cards. Customers simply register their WEX or US Bank Voyager account with ChargePoint to enable this functionality across the entire fleet or just a portion of it. Now all EV fueling transactions appear on WEX and US Bank statements and dashboards providing fleets with a comprehensive view of fueling activity across the entire fleet. More functionality will be added as we deepen our relationship with these companies, and we expect to add more fleet card providers.

Telematics Partnerships
ChargePoint is actively partnering with vehicle telematics companies to provide fleets with functionality that delivers operational value. ChargePoint's partnership with FleetCarma – the leading provider of EV telematics in North America – provides two primary benefits:

- Fuel theft detection and prevention:
  - By cross-referencing vehicle side and charging station side activity, we are able to detect if someone is fraudulently charging.
  - For example, an employee using a fleet account to charge a personal EV would be detected.
  - Managers can configure responses in their ChargePoint fleet dashboard, such as shut off charging send notification to the manager.
- Battery State-of-Charge (SOC) optimization
  - Managers can view battery SOC in real-time in the ChargePoint fleet dashboard.
  - This can be used for real-time monitoring or for EV charging planning
  - Real-time battery SOC can be combined with energy management to provide the most optimal charging configuration

  ChargePoint is actively pursuing partnerships with other telematics providers to enhance coverage for fleets.

Fleet Management Information Systems (FMIS)
ChargePoint is in active (confidential) discussion with several FMIS providers to provide fleet managers with a comprehensive dashboard for all charging station assets and fueling activity. These pending partnerships cannot be disclosed at this time.

Building Management Software
ChargePoint has partnered with Kisensum, a company that aggregates and manages a diversity of site electrical loads, including buildings and fleets. Kisensum also provides the ability for customers to participate in utility programs and provide grid services.

The ChargePoint network supports a server to server exchange or an API (application programming interface) interface. It is developed using the WebServices SOAP/XML protocol, an industry standard. We also support OpenADR 2.0 for utility/smartgrid integration. Any building management software that uses these protocols will have access to all features and functionality of our network. Our latest, ChargePoint Web Services API Programmer's Reference Guide, is available upon request.

A sample of our business partners using our API/OpenADR 2.0 include: SDG&E, SCE, Georgia Power, NREL, Google, VMWare, Alameda County, and Envision Solar.

NJPA members have access to our API at no cost and ChargePoint assistance with their integration.

Signature:_____ Date: 5/8/17

NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR

REQUIRED FEDERAL CONTRACT PROVISIONS CERTIFICATION

When a National Joint Powers Alliance (NJPA) Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law and local rule. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR").

NJPA awarded Vendors must complete this certification regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Vendors to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained herein is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Rule (A) above, National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

Yes — Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Rule (B) above, National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375,

"Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." This provision is hereby incorporated by reference into all applicable contracts.

Pursuant to Rule (C) above, the equal opportunity clause is incorporated by reference herein.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. This provision is hereby incorporated by reference into all applicable contracts.

Pursuant to Rule (D) above, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Pursuant to Rule (E) above, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Rule (F) above, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Rule (F) above.

Yes — JK

Vendor Agrees (YES or NO) — Initials of Authorized Representative

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). This provision is hereby incorporated by reference into all applicable contracts.

Pursuant to Rule (G) above, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Rule (G) above.

Yes — JK

Vendor Agrees (YES or NO) — Initials of Authorized Representative

(H) Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Yes — JK

Vendor Agrees (YES or NO) — Initials of Authorized Representative

(I) Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Rule (I) above, as applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Record Retention Requirements

Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Energy Policy and Conservation Act Compliance

To the extent applicable, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Buy American Provisions Compliance

To the extent Vendor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Access to Records (2 C.F.R. § 200.336)

Vendor agrees that duly authorized representatives of the Agency shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's NJPA awarded contract.

Vendor: ChargePoint, Inc.

Contract number: 051017 - CPI

Category: Electric Vehicle Supply Equipment and Related Services

Maturity date: July 25, 2021

Address: 254 East Hacienda Ave

City, state, zip code: Campbell, CA 94041

Phone number: 877-370-3802

Printed name and title of authorized representative: Jonathan Kaplan, Secretary

Signature of authorized representative:

Date: 11-17-18

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: AJ Artman-Vazquez
E-Mail: aj.vazquez@chargepoint.com
Telephone:

Quote Number: Q-60220-3
Date: 6/18/2020
Expires On: 10/31/2020

Primary Contact: Priscilla Garcia

Bill To Address

Armando Herta
City of El Monte
3990 Arden Dr
El Monte CA 91731
US
ahuerta@elmonteca.gov
(626) 258-8866

Ship To Address

Armando Herta
City of El Monte
3990 Arden Dr
El Monte CA 91731
US
ahuerta@elmonteca.gov
(626) 258-8866

Sourcewell Contract #051017-CPI

Product Name	Product Description	Qty	Unit Price	Total Price
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	2	USD 5,768	USD 11,536
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	2	USD 95	USD 190
CPCLD-COMMERCIAL-1	1yr Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	4	USD 329	USD 1,316

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254 East Hacienda Avenue, Campbell, CA 95008 USA

Product Name	Product Description	Qty	Unit Price	Total Price
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	2	USD 349	USD 698

Quote Total:	USD 13,740.00
Estimated Tax:	USD 1,172.61
Shipping and Handling:	USD 240.00
Grand Total:	USD 15,152.61

Sourcewell Contract #051017-CPI

Quote Acceptance

- All pricing is confidential between Customer and ChargePoint.
- All prices are FCA ChargePoint warehouse(s).
- Customer to be invoiced at time of shipment.
- Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- All invoices are Net 30 days.
- Credit Checks are required for new customers.
- Pricing does not include installation or mounting services unless specifically quoted above.
- Additional Purchase Terms and Conditions can be found at http://www.chargepoint.com/termsandconditions
- Additional terms and conditions for ChargePoint Assure can be found at http://www.chargepoint.com/legal/assure
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature : **Title :**

Name (Print) : **Date :**

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

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254 East Hacienda Avenue, Campbell, CA 95008 USA

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

ATTACHMENT 3

LIST OF BIDS

Vendor	Bid
NOVA Electric	$22,900.00
Graphic Electric, Inc.	$24,575.00
Oakwest Services, Inc.	$26,225.00
Nexus	
Quotes were based on the costs associated with the project area demolition and installation of two (2) dual electric vehicle charging stations at the City of El Monte Public Works Yard	

QUOTATION

NOVA ELECTRIC

CITY OF EL MONTE
3990 ARDEN DR.
EL MONTE, CA 91731

ATTENTION: CHRIS ORTIZ
PUBLIC WORKS DEPT.

DATE 5-26-2020

PAGE 1 OF 1

REFERENCE: EV CHARGING STATIONS AT PUBLIC WORKS.

GENTLEMEN:

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION:

QUANTITY	DESCRIPTION	UNIT PRICE
	RUN POWER FROM PUBLIC WORKS FOR 4-EV CHARGING STATIONS AT PUBLIC WORKS.	
	- RUN APPROX. 60' OF 1¼" EMT CONDUIT FROM SUB PANEL ACROSS GARAGE APPROX. 90' TO NORTH WALL.	
	- INSTALL 16"X 16"X 4" JUNCTION BOX & CORE CONCRETE WALL WITH 2" HOLE.	
	- RUN UNGROUND ACROSS PARKING LOT TO UNDER GROUND JUNCTION BOX WITH APPROX 100'-1¼ PVC	
	- RUN 2-1" PVC LINES TO 4'X4" CONCRETE PADS FOR NEW EV CHARGERS.	
	- BACKFILL TRENCH W/BASE & APPROX. 8" OF BLACK CONCRETE.	
	- PULL #8 WIRE FOR 4 CHARGERS	
	- MOUNT AND POWER UP UNITS AND TEST	
	TOTAL COST	$ 22,900 00

DELIVERY | F.O.B. | TERMS:

IMPORTANT

PRICES GOOD FOR ACCEPTANCE AND SHIPMENT IN 30 DAYS ONLY, UNLESS SUCH TIME IS EXTENDED IN WRITING. QUANTITIES SHOWN ABOVE ARE NOT GUARANTEED.

RESPECTFULLY SUBMITTED,

NOVA ELECTRIC

BY

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GRAPHIC ELECTRIC, INC.

ELECTRICAL CONTRACTOR SERVING THE COMMERCIAL INDUSTRY
State License No. 366293

MAY 20, 2020

CITY OF EL MONTE
3990 ARDEN DRIVE
EL MONTE, CA 91731-2426
PUBLIC WORKS MAINTENANCE DIVISION

CONTACT: CHIRSTOPHER ORTIZ

PROJECT: EV CHARGING STATIONS AT PUBLIC WORKS YARD

JOB SCOPE: PROVIDE LABOR AND MATERIAL TO INSTALL (4) EV CHARGING STATIONS AT THE PUBLIC WORKS YARD, TO INCLUDE THE FOLLOWING:

1. INSTALL 1.25" EMT CONDUIT FROM SUB PANEL "SL3" ON THE BACK WALL TO THE ROLL UP DOOR ON THE NORTH WALL.
2. INSTALL A NEW INDOOR 16"x 16" x 4" SCREW COVER JUNCITON BOX ON THE INSIDE NEXT TO THE ROLL UP DOOR.
3. CORE A 2" HOLE THROUGH THE CONCRETE FOR NEW CONDUIT IN THE YARD.
4. SAW CUT, TRENCH AND HAUL SPOILS FOR NEW UNDERGROUND TRENCH APPROXIMATELY 100'L, 24" W, 24"D.
5. PROVIDE (2) 8'x4' TRENCH PLATES
6. INSTALL 1.25" PVC CONDUIT FROM THE EXTERIOR CORE TO A NEW CONCRETE PULL BOX.
7. INSTALL A NEW TRAFFIC RATED UNDERGROUND PULL BOX APPROXIMATELY 100' FROM THE BUILDING.
8. INSTALL (2) 1" CONDUITS FROM THE NEW JUNCTION BOX TO (2) NEW CONCRETE PADS. (1) 1" PER CONCRETE PAD.
9. INSTALL (2) 4' X 4' X 6" CONCRETE PAD FOR NEW CHARGE STATIONS.
10. BACK FILL NEW TRENCH WITH ¾" CALASS "A" BASE AND 8" OF BLACK CONCRETE.
11. INSTALL #8 AWG FOR (4) 40 AMP 240 VOLT SINGLE PHASE CIRCUITS FOR NEW CHARGE STATIONS. (2) CIRCUITS PER CONCRETE PAD/ CHARGE STATION.
12. MOUNT (1) DUAL EV CHARGERS ON EACH CONCRETE PAD. TOTAL (2) DUAL EV CHARGERS.

13. TEST AND LABEL NEW CIRCUITS ON THE PANEL AND CHARGING STATIONS.

NOTES:

- WORK TO BE DONE DURING NORMAL BUSINESS HOURS 6AM- 2:30PM.
- THIS PRICE DOES NOT INCLUDE ENGINEERING, PERMITS OR FEES.
- THIS PRICE IS BASED ON PREVAILING WAGE RATES.

JOB COST: **$24,575.00**
TWENTY FOUR THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS & 00/100.

SUBMITTED BY: *STEVE NAVARRO*
STEVE NAVARRO

ACCEPTED BY: _____

6644 EAST 26th STREET CITY OF COMMERCE, CA 90040 323-728-4277 FAX 323-728-5399
E-mail steve@graphicelectric.org

Oakwest Services Inc
1156 N Fountain Way F
Anaheim, Ca 92806 US
(714) 656-2321

Estimate

ADDRESS
City of El Monte,
3150 Tyler Ave
El Monte, Ca 91731

ESTIMATE 1002
DATE 06/08/2020

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Sales	Charging station installation at 3990 Arden Dr, El Monte CA	1	0.00	0.00
Sales	Run and secure EMT from sub panel across back wall and contribute across garage towards roll up door and continue concrete wall to J- Box	1	8,900.00	8,900.00
Sales	Core 2 Inch hole on concrete wall. Supply and install 1-1/4 PVC conduit. Trench, backfill with class A base and slurry full	1	5,500.00	5,500.00
Sales	Supply and install 2-1 Inch PVC conduits from junction box to 4x4 concrete pads	1	3,750.00	3,750.00
Sales	Supply and install 6 pairs of # 8 wires from sub panel	1	3,750.00	3,750.00
Sales	Supply and install 4-40 amp poor breakers to sub panel	1	2,575.00	2,575.00
Sales	Mount and connect and energize chargers	1	1,750.00	1,750.00

TOTAL **$26,225.00**

Accepted By

Accepted Date

2020

CONTRACT SERVICES AGREEMENT

(Contractor: NOVA Electric)

(Nature of Engagement: Installation of Two (2) Dual Electric Vehicle Charging Stations at the City Yard)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and NOVA ELECTRIC (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires the installation of two (2) dual electric vehicle charging stations at the City Yard; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; 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 CONTRACTOR agree as follows:

Section 1. Scope of Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY with the installation of two (2) Dual Electric Vehicle Charging Stations at the City Yard. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the written proposal of CONTRACTOR entitled "Quotation EV Charging Stations at Public Works" (hereinafter, the "CONTRACTOR PROPOSAL") dated May 26, 2020. The CONTRACTOR PROPOSAL is attached and incorporated hereto as **Exhibit "A"**. The term "Scope of Work" shall be a reference to the CONTRACTOR 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 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.

B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall 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 CONTRACTOR's cessation or abandonment.

Section 2. [Reserved – No Text]

Section 3. 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 written notice to proceed ("Notice to Proceed"). The Work shall be completed thirty (30) days from the CITY's issuance of the Notice to Proceed (hereinafter, the "Completion Date").

B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its

employees or other consultants, contractors or agents.

C. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subconsultants, to have related services or tasks completed in a timely manner.

E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.

F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

Section 4. Compensation.

A. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the sum of **TWENTY-TWO THOUSAND NINE HUNDRED DOLLARS ($22,900)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

B. 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.

C. Following the conclusion of Work requested pursuant to Section 1 above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, 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 shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 5. Standard of Care. CONTRACTOR represents, acknowledges and agrees as follows:

A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;

B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;

C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;

D. CONTRACTOR shall 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.*). CONTRACTOR'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;

E. CONTRACTOR 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 CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;

G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's 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 shall be maintained throughout the term of this Agreement; and

H. CONTRACTOR 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. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

Section 6. Representatives.

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Braden Yu, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Contractor Representative. For the purposes of this Agreement, John Helm, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Section 7. Contractor's Personnel

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the Work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.

B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.

C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.

D. In the event that CITY, in its sole reasonable discretion, at any time during the Term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

F. CONTRACTOR shall obtain and maintain during the Agreement Term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

Section 8. Substitution of Key Personnel. CONTRACTOR 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, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR 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 CONTRACTOR at the request of the CITY.

Section 9. Prevailing Wages and General Labor Compliance and Reporting.

A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the

amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.

F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of $1,000,000 per accident before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In

accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this contract." A subcontractor is not allowed to commence the Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.

H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

Section 10. Prohibited Interests. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, 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 shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the Term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 11. Independent Contractor.

A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.

F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Section 12. Conflicts of Interest. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

Section 13. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or set. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable

regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

Section. 14. Indemnification.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties,

from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.

C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees 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 CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR 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. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

Section 15. Insurance.

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or

volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

M. 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

N. 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.

Section 16. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 17. Termination.

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.

B. Termination for Cause. 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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 shall be cured, which shall not be less than the applicable cure period set forth in this Section 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 shall 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. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Events of Default within the following time periods:

   i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

   ii. Within thirty (30) 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 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event

of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "A"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall 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 CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall 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.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. No waiver of any default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 18. Force Majeure. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this

Section.

Section 19. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

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

If to CONTRACTOR:

NOVA Electric
5826 Painter Avenue
Whittier, CA 90601
Attn: John Helm
Phone: (562) 254-0798

Section 20. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorney Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall 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, shall be in the Central District of California located in the City of Los Angeles, California.

Section 24. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of

this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING 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, a municipal corporation

By: _____
Alma K. Martinez
City Manager

Date:_____

NOVA ELECTRIC

By: _____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT "A"

CONTRACTOR PROPOSAL

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

June 22, 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 CONTRACT SERVICE AGREEMENT WITH UNIFIRST CORPORATION TO PROVIDE UNIFORM AND LAUNDERING SERVICES FOR THE PUBLIC WORKS DEPARTMENT FOR TWO (2) YEARS WITH THE OPTION FOR THREE (3) ONE (1) YEAR EXTENSIONS FOR AN AMOUNT NOT-TO-EXCEED $46,000 PER YEAR

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Contract Service Agreement with UniFirst Corporation to provide uniform and laundering services for the Public Works Department for two (2) years with the option for three (3) one (1) year extensions for an amount not-to-exceed $46,000 per year; and

2. Authorize the City Manager, or her designee, to execute a Contract Service Agreement with UniFirst Corporation.

BACKGROUND

As part of the employee Memorandum of Understanding (MOU) Section 5.09, Subsection G, the City provides uniforms to personnel in the Maintenance, Transportation, and Utilities Divisions. The City is responsible for providing personnel with nine (9) work shirts, nine (9) work pants or shorts, a hat, and personal protective equipment (PPE).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contract with Cintas expired June 30, 2020. The Cintas contract offered a possible two (2) year extension; however, due to a lack insurance coverage on garments and the contract lacking funding to add garment insurances, Public Works staff decided to advertise a bid for uniform services. The goal of advertising as opposed to amending the current contract was to add full garment protections, to potentially see lower prices, and to be accountable to public funds.

Staff solicited proposals from three (3) qualified uniform and cleaning service companies (Attachment 1). The uniform rental and cleaning contract will supply approximately seventy (70) employees with shirts, pants, and other linens as required for the performance of their duties. Additionally, the contract includes the rental and cleaning of carpet mats, towels, and PPE items.

Staff recommends awarding a Contract Service Agreement to the lowest responsible bidder, UniFirst Corporation to provide uniform and laundering services for the Public Works Department for an amount not-to-exceed $46,000 per year (Attachment 2). The proposed contract with UniFirst is for two (2) years, with the option for three (3), one (1) year extensions and will include garment protection insurances and funding for PPE, in addition to weekly garment and rental cleaning.

Public Works will continue to work with Cintas on a month-to-month, not-to-exceed three (3) months until the new contract is approved and new uniforms are provided.

FISCAL IMPACT/FINANCING

The Public Works Department has budgeted funds in Fiscal Year 2020-21 to offset the cost of $46,000 to provide uniforms and laundering services (see table below for the fund distribution).

Funding Source	Account Number	Requested Amount
General Fund	100-67-673-6248	$28,200
Prop A	202-67-576-6248	$5,800
Water Fund	600-67-696-6248	$6,000
Sewer Fund	650-67-693-6248	$6,000

CONCLUSION

Staff recommends that the City Council approve a Contract Service Agreement with UniFirst Corporation; and authorize the City Manager, or her designee, to execute the agreement.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

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

Attachment(s):

Attachment 1 – Bid Summary Sheet

Attachment 2 – Contract Service Agreement

DATE: JULY 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVED AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

ATTACHMENT 1

LIST OF BIDS

Vendor	Bid
UniFirst Corporation	$15.91
Cintas	$22.62
Prudential	$26.40
Nexus	
Bid totals were based on the strait price for one (1) of each requested item. The bid totals do not include insurances which were not a part of the base bid. The costs above reflect the cost of each item: quantity of one (1) for one (1) week of service.	

CITY OF EL MONTE - REQUEST FOR QUOTES:
UNIFORM AND LAUNDRY SERVICES

Division or Location	Item Description	Price Per Item/Service	DETAILED DESCRIPTION:
Facilities			
	SMALL SHOP TOWELS, RED	$0.052	Red cotton shop towel, used for shop functions and designed to clean up oil and grease
	3X5 SCRAPER MAT	$1.250	Building entrance mat designed to remove heavy debris, dirt, rock and sand from the sole of shoes, constructed of heavy rubber material, 90ml in thickness
	3X10 BLACK MAT	$2.500	High traffic and moisture control mat, designed to capture moisture and debris, with beveled edge design, color options: black, blue, gray
	3X5 BLACK MAT	$1.250	High traffic and moisture control mat, designed to capture moisture and debris, with beveled edge design, color options: black, blue, gray
	4X6 LOGO MAT	$3.250	Enhanced City logo image mat, with strong rubber backing for high traffic and moisture control, designed to capture moisture and debris
	4X6 BLACK MAT	$2.000	High traffic and moisture control mat, designed to capture moisture and debris, with beveled edge design, color options: black, blue, gray
	ALL PURPOSE COTTON CLEANING TOWELS	$0.073	White cotton cleaning terry towel used for general purpose, to be used in non dietary areas
Supervisor			
	WORKWEAR SHIRTS	Short Sleeve/ Long Sleeve $.1205/ $.1430	Wrinkle free shirt, 65/35 polyester cotton blend material, short or long sleeve, color options to include: blue, black, grey
	OUTERWEAR JACKETS	$0.387	Cold weather jacket made of 65/35 polyester cotton blend, midweight twill, warm quilted lining, color options to include: navy or charcoal
	WORKWEAR PANTS - JEANS	$0.256	Denim work jean
	WORKWEAR CARGO PANTS	$0.245	Work pant made of 65/35 polyester cotton blend, with cargo pockets, color to include: navy
Maintenance			
	POLYESTER/COTTON WORK PANTS - NAVY	$ 0.196	Work pant made of 65/35 polyester cotton blend, with comfort flex technology available in pants or shorts, color to include: navy
	INDUSTRIAL WORK SHIRT - ORANGE	$ 0.1430	Work shirt made of 65/35 polyester cotton blend, short or long sleeve, color to include: orange
	POLYESTER/COTTON WORK SHIRT	Short Sleeve/ Long Sleeve $.1205/ $.1430	Work shirt made of 65/35 polyester cotton blend, with comfort flex technology, short or long sleeve, color options to include: tan, light gray, navy/blue
	FLAME RESISTANT SHIRT	$0.344	Work shirt, lightweight 6.5 oz, 88% cotton / 12% tenacity nylon fabric, color options: khaki and navy, ATPV 9.5, ARC 2, ASTM 1506, UL 2112 Certified
	OUTERWEAR WORK COVERALL	$ 0.299	Work coverall made of 65/35 polyester cotton blend, color to include: navy
	WOMEN'S PANTS	$0.223	Work pant made of 65/35 polyester cotton blend, specifically made for women shapes, color options to include: navy
	DURABLE WORK PANTS	$0.49	Work pant, with durable stratch ripstop fabric, color options: navy
	FLAME RESISTANT WORK COVERALL	$0.647	Work coverall, lightweight 7 oz, 88% cotton / 12% high tenacity nylon fabric, color to include: navy ATPV 8.6, ARC 2, ASTM 1506, UL 2112 Certified
	FLAME RESISTANT PANTS	$0.381	Work pant, 9 oz, 88% cotton / 12% tenacity nylon twill, color options to include: navy ATPV 12.2, ARC 2, ASTM 1506, UL 2112 Certified
Utilities			
	POLYESTER/COTTON WORK PANTS NAVY	$0.196	Work pant made of 65/35 polyester cotton blend, with comfort flex technology available in pants or shorts, color to include: navy
	INDUSTRIAL WORK SHIRT W/NAVY STRIP	$0.121	Work shirt made of 65/35 polyester cotton blend, short or long sleeve, color to include: light blue, navy/blue
	POLYESTER/COTTON WORK SHIRT	$0.163	Work shirt made of 65/35 polyester cotton blend, with comfort flex technology, short or long sleeve, color to include: navy, light blue, navy/blue
	POLYESTER/COTTON WORK SHIRT W/NAVY STRIP	$0.16	Work shirt made of 65/35 polyester cotton blend, with comfort flex technology, short or long sleeve, color to include: light blue, navy/blue
	FLAME RESISTANT SHIRT	$0.344	Work shirt, lightweight 6.5 oz, 88% cotton / 12% tenacity nylon fabric, color options: khaki and navy, ATPV 9.5, ARC 2, ASTM 1506, UL 2112 Certified
	OUTERWEAR WORK COVERALL	$0.299	Work coverall made of 65/35 polyester cotton blend, color options to include: navy
Transportation			
	POLYESTER/COTTON WORK PANTS	$0.196	Work pant made of 65/35 polyester cotton blend, with comfort flex technology, pants or shorts, color options to include: navy, charcoal, black
	INDUSTRIAL WORK SHIRT	Short Sleeve/ Long Sleeve $.1205/ $.1430	Work shirt made of 65/35 polyester cotton blend, short or long sleeve, color options to include: tan, navy, light gray, light blue, navy/blue, orange, gray/white strip

Insurance(s)

List any and all insurances offered for clothing, mats, laundry, rentals, etc.

Dollar Amount	Description of Insurance
$0.07	Garment Maintenance Program - This weekly Chrage eliminates unexpected damage charges for a small weekly fee per garment
$0.07	Lost Protection Maintenance Program- This weekly charge reduces incidental lost garment charges by 75% off regular retail price
$0.20	Garmen Protection Program - This weekly charge is a combination of garment maintenance program and lost protection program both programs will eliminate most unexpected lost and damage charges
$	
$	
$	
$	
$	

CITY OF EL MONTE - REQUEST FOR QUOTES: UNIFORM AND LAUNDRY SERVICES

Cintas

Division or Location	Item Description	Price Per Item/Service	DETAILED DESCRIPTION:
Facilities			
	SMALL SHOP TOWELS, RED	$ 0.060	Red cotton shop towel, used for shop functions and designed to clean up oil and grease
	3X5 SCRAPER MAT	$ 1.450	Building entrance mat designed to remove heavy debris, dirt, rock and sand from the sole of shoes, constructed of heavy rubber material, 90ml in thickness
	3X10 BLACK MAT	$ 2.990	High traffic and moisture control mat, designed to capture moisture and debris, with beveled edge design, color options: black, blue, gray
	3X5 BLACK MAT	$ 2.030	High traffic and moisture control mat, designed to capture moisture and debris, with beveled edge design, color options: black, blue, gray
	4X6 LOGO MAT	$ 6.925	Enhanced City logo image mat, with strong rubber backing for high traffic and moisture control, designed to capture moisture and debris
	4X6 BLACK MAT	$ 2.560	High traffic and moisture control mat, designed to capture moisture and debris, with beveled edge design, color options: black, blue, gray
	ALL PURPOSE COTTON CLEANING TOWELS	$ 0.128	White cotton cleaning terry towel used for general purpose, to be used in non dietary areas
Supervisor			
	WORKWEAR SHIRTS	$ 0.285	Wrinkle free shirt, 65/35 polyester cotton blend material, short or long sleeve, color options to include: blue, black, grey
	OUTERWEAR JACKETS	$ 0.443	Cold weather jacket made of 65/35 polyester cotton blend, midweight twill, warm quilted lining, color options to include: navy or charcoal
Carhart Jeans	WORKWEAR PANTS - JEANS	$ 0.380	Denim work jean
	WORKWEAR CARGO PANTS	$ 0.332	Work pant made of 65/35 polyester cotton blend, with cargo pockets, color to include: navy
Maintenance			
	POLYESTER/COTTON WORK PANTS - NAVY	$ 0.195	Work pant made of 65/35 polyester cotton blend, with comfort flex technology available in pants or shorts, color to include: navy
	INDUSTRIAL WORK SHIRT - ORANGE	$ 0.140	Work shirt made of 65/35 polyester cotton blend, short or long sleeve, color to include: orange
	POLYESTER/COTTON WORK SHIRT	$ 0.140	Work shirt made of 65/35 polyester cotton blend, with comfort flex technology, short or long sleeve, color options to include: tan, light gray, navy/blue
Carhart FR Shirt	FLAME RESISTANT SHIRT	$ 0.380	Work shirt, lightweight 6.5 oz, 88% cotton / 12% tenacity nylon fabric, color options: khaki and navy, ATPV 9.5, ARC 2, ASTM 1506, UL 2112 Certified
	OUTERWEAR WORK COVERALL	$ 0.311	Work coverall made of 65/35 polyester cotton blend, color to include: navy
	WOMEN'S PANTS	$ 0.280	Work pant made of 65/35 polyester cotton blend, specifically made for women shapes, color options to include: navy
Carhart Work Pants	DURABLE WORK PANTS	$ 0.477	Work pant, with durable stratch ripstop fabric, color options: navy
Carhart FR Coverall	FLAME RESISTANT WORK COVERALL	$ 1.000	Work coverall, lightweight 7 oz, 88% cotton / 12% high tenacity nylon fabric, color to include: navy ATPV 8.6, ARC 2, ASTM 1506, UL 2112 Certified
Carhart FR Pants	FLAME RESISTANT PANTS	$ 0.477	Work pant, 9 oz, 88% cotton / 12% tenacity nylon twill, color options to include: navy ATPV 12.2, ARC 2, ASTM 1506, UL 2112 Certified
Utilities			
	POLYESTER/COTTON WORK PANTS NAVY	$ 0.195	Work pant made of 65/35 polyester cotton blend, with comfort flex technology available in pants or shorts, color to include: navy
	INDUSTRIAL WORK SHIRT W/NAVY STRIP	$ 0.140	Work shirt made of 65/35 polyester cotton blend, short or long sleeve, color to include: light blue, navy/blue
	POLYESTER/COTTON WORK SHIRT	$ 0.140	Work shirt made of 65/35 polyester cotton blend, with comfort flex technology, short or long sleeve, color to include: navy, light blue, navy/blue
	POLYESTER/COTTON WORK SHIRT W/NAVY STRIP	$ 0.140	Work shirt made of 65/35 polyester cotton blend, with comfort flex technology, short or long sleeve, color to include: light blue, navy/blue
Carhart FR Shirt	FLAME RESISTANT SHIRT	$ 0.380	Work shirt, lightweight 6.5 oz, 88% cotton / 12% tenacity nylon fabric, color options: khaki and navy, ATPV 9.5, ARC 2, ASTM 1506, UL 2112 Certified
	OUTERWEAR WORK COVERALL	$ 0.311	Work coverall made of 65/35 polyester cotton blend, color options to include: navy
Transportation			
	POLYESTER/COTTON WORK PANTS	$ 0.195	Work pant made of 65/35 polyester cotton blend, with comfort flex technology, pants or shorts, color options to include: navy, charcoal, black
	INDUSTRIAL WORK SHIRT	$ 0.140	Work shirt made of 65/35 polyester cotton blend, short or long sleeve, color options to include: tan, navy, light gray, light blue, navy/blue, orange, gray/white strip

Insurance(s)

List any and all insurances offered for clothing, mats, laundry, rentals, etc.

Dollar Amount	Description of Insurance
$ 0.156	Size Premium - Cost that applies to all garments that are sized outside of the standard product size range
$ 0.080	Uniform Advantage - Insurance program that covers the replacement cost on all damages to garments for any reason, will not cover lost garments
$ 0.160	Premium Advantage - Insurance program that covers the replacement cost on all damages to premium garments for any reason, will not cover lost garments
$ 0.060	Emblem Advantage - Insuracne program that covers the cost to supply and apply emblems to garments that are applicable, at any point they are introduced into the program
$ 0.120	Emblem Advantage Premium - Insuracne program that covers the cost to supply and apply emblems to premium garments that are applicable, at any point they are introduced into the program
$ 0.050	Prep Advantage - Insuracne program that covers the cost associated with the preparation for any reason a new garment introduced into the program
$	
$	

CITY OF EL MONTE - REQUEST FOR QUOTES:
UNIFORM AND LAUNDRY SERVICES

Division or Location	Item Description	Price Per Item/Service	DETAILED DESCRIPTION:
Facilities			
	SMALL SHOP TOWELS, RED	$ 0.06	Red cotton shop towel, used for shop functions and designed to clean up oil and grease
	3X5 SCRAPER MAT	$ 1.50	Building entrance mat designed to remove heavy debris, dirt, rock and sand from the sole of shoes, constructed of heavy rubber material, 90ml in thickness
	3X10 BLACK MAT	$ 4.99	High traffic and moisture control mat, designed to capture moisture and debris, with beveled edge design, color options: black, blue, gray
	3X5 BLACK MAT	$ 2.49	High traffic and moisture control mat, designed to capture moisture and debris, with beveled edge design, color options: black, blue, gray
	4X6 LOGO MAT	$ 6.00	Enhanced City logo image mat, with strong rubber backing for high traffic and moisture control, designed to capture moisture and debris
	4X6 BLACK MAT	$ 4.18	High traffic and moisture control mat, designed to capture moisture and debris, with beveled edge design, color options: black, blue, gray
	ALL PURPOSE COTTON CLEANING TOWELS	$ 0.10	White cotton cleaning terry towel used for general purpose, to be used in non dietary areas
Supervisor			
	WORKWEAR SHIRTS	$ 0.19	Wrinkle free shirt, 65/35 polyester cotton blend material, short or long sleeve, color options to include: blue, black, grey
	OUTERWEAR JACKETS	$ 0.90	Cold weather jacket made of 65/35 polyester cotton blend, midweight twill, warm quilted lining, color options to include: navy or charcoal
	WORKWEAR PANTS - JEANS	$ 0.25	Denim work jean
	WORKWEAR CARGO PANTS	$ 0.35	Work pant made of 65/35 polyester cotton blend, with cargo pockets, color to include: navy
Maintenance			
	POLYESTER/COTTON WORK PANTS - NAVY	$ 0.23	Work pant made of 65/35 polyester cotton blend, with comfort flex technology available in pants or shorts, color to include: navy
	INDUSTRIAL WORK SHIRT - ORANGE	$ 0.19	Work shirt made of 65/35 polyester cotton blend, short or long sleeve, color to include: orange
	POLYESTER/COTTON WORK SHIRT	$ 0.19	Work shirt made of 65/35 polyester cotton blend, with comfort flex technology, short or long sleeve, color options to include: tan, light gray, navy/blue
	FLAME RESISTANT SHIRT	$ 0.54	Work shirt, lightweight 6.5 oz, 88% cotton / 12% tenacity nylon fabric, color options: khaki and navy, ATPV 9.5, ARC 2, ASTM 1506, UL 2112 Certified
	OUTERWEAR WORK COVERALL	$ 0.44	Work coverall made of 65/35 polyester cotton blend, color to include: navy
	WOMEN'S PANTS	$ 0.28	Work pant made of 65/35 polyester cotton blend, specifically made for women shapes, color options to include: navy
	DURABLE WORK PANTS	$ 0.23	Work pant, with durable stratch ripstop fabric, color options: navy
	FLAME RESISTANT WORK COVERALL	$ 0.64	Work coverall, lightweight 7 oz, 88% cotton / 12% high tenacity nylon fabric, color to include: navy ATPV 8.6, ARC 2, ASTM 1506, UL 2112 Certified
	FLAME RESISTANT PANTS	$ 0.45	Work pant, 9 oz, 88% cotton / 12% tenacity nylon twill, color options to include: navy ATPV 12.2, ARC 2, ASTM 1506, UL 2112 Certified
Utilities			
	POLYESTER/COTTON WORK PANTS NAVY	$ 0.23	Work pant made of 65/35 polyester cotton blend, with comfort flex technology available in pants or shorts, color to include: navy
	INDUSTRIAL WORK SHIRT W/NAVY STRIP	$ 0.19	Work shirt made of 65/35 polyester cotton blend, short or long sleeve, color to include: light blue, navy/blue
	POLYESTER/COTTON WORK SHIRT	$ 0.19	Work shirt made of 65/35 polyester cotton blend, with comfort flex technology, short or long sleeve, color to include: navy, light blue, navy/blue
	POLYESTER/COTTON WORK SHIRT W/NAVY STRIP	$ 0.19	Work shirt made of 65/35 polyester cotton blend, with comfort flex technology, short or long sleeve, color to include: light blue, navy/blue
	FLAME RESISTANT SHIRT	$ 0.54	Work shirt, lightweight 6.5 oz, 88% cotton / 12% tenacity nylon fabric, color options: khaki and navy, ATPV 9.5, ARC 2, ASTM 1506, UL 2112 Certified
	OUTERWEAR WORK COVERALL	$ 0.44	Work coverall made of 65/35 polyester cotton blend, color options to include: navy
Transportation			
	POLYESTER/COTTON WORK PANTS	$ 0.23	Work pant made of 65/35 polyester cotton blend, with comfort flex technology, pants or shorts, color options to include: navy, charcoal, black
	INDUSTRIAL WORK SHIRT	$ 0.19	Work shirt made of 65/35 polyester cotton blend, short or long sleeve, color options to include: tan, navy, light gray, light blue, navy/blue, orange, gray/white strip

Insurance(s)

List any and all insurances offered for clothing, mats, laundry, rentals, etc.

Dollar Amount	Description of Insurance
0.03	GMP - Covers garment damage insurance covarge.
0.09	GMLP - Covers garment damage and loss insurance covarge
0.06	SUP- Covers preparation fees and lrttering (stock name and company emblem) insurance covarge
0.15	BPP- Complete insurance covers that covers GMLP and SUP
$	
$	
$	
$	

2020

EQUIPMENT PROCUREMENT AGREEMENT

(Procurement: Uniforms, Personal Protective Equipment, and Safety Gear for Public Works Field Staff)
(Parties: City of El Monte and UniFirst Corporation)

THIS EQUIPMENT PROCUREMENT AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and UNIFIRST CORPORATION (hereinafter, "UNIFIRST"). For the purposes of this Agreement, CITY and UNIFIRST may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or UNIFIRST interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY desires to rent uniforms, personal protective equipment, and safety gear for the public works field staff; and

WHEREAS, UNIFIRST specializes in providing uniforms, personal protective equipment, and safety gear products; and

WHEREAS, CITY desires to enter into an agreement with UNIFIRST for renting of uniforms, personal protective equipment, and safety gear upon the conditions set forth below; and

WHEREAS, per Section 3.24.060 (Procurements Exempted from Competitive Bidding Requirements) of Chapter 3.24 (Purchasing System) of the El Monte Municipal Code (hereinafter, "Section 3.24.060"), the City Council, without competitively bidding or soliciting proposals, may authorize the award of an agreement when such purchases have already been made using the competitive bidding procedures of another public agency; and

WHEREAS, Sourcewell is a government agency that combines the buying power of more than 50,000 government entities to establish hundreds of competitively solicited contracts; and

WHEREAS, on May 15, 2015, Sourcewell issued a request for proposals ("RFP")

for uniforms and uniform-related products and services, RFP #062415 (hereinafter, "Sourcewell RFP"); and

WHEREAS, on August 18, 2015, UNIFIRST was awarded a Sourcewell contract in the "Athletics & Playgrounds" category, Contract # 062415-UFC; and

WHEREAS, Form F (Proposer Assurance of Compliance) of the Sourcewell Contract (hereinafter "Sourcewell Contract") provides in relevant part that: [UNIFIRST] will . . . provide [Sourcewell] Members the equipment/products in accordance with the terms, conditions, and scope of the RFP; and

WHEREAS, Section 5 (Pricing) of the Sourcewell RFP requested that: potential Proposers respond to the RFP only if they were able to offer a wide array of equipment/products at lower prices and with better value than what they would ordinarily offer to a single government agency; and

WHEREAS, authorized under Section 3.24.060 of the El Monte Municipal Code but such to certain terms and conditions set forth, CITY wishes to avail itself to the opportunity to purchase certain equipment that meet the specifications of the Sourcewell Contract at the same unit pricing and rates given to Sourcewell under the Sourcewell Contract; and

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

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

Section 1. DESCRIPTION OF EQUIPMENT

A. Subject to all the terms and conditions of this Agreement, UNIFIRST agrees to rent and deliver that certain equipment and supplies listed in the document attached and incorporated hereto as Exhibit "A" and entitled "UniFirst – Customer Service Agreement" (hereinafter referred to as the "Purchase Schedule") at the unit prices indicated in the Purchase Schedule. For purposes of this Agreement, the capitalized term "Equipment" shall refer to the equipment, supplies and materials listed in the Purchase Schedule. UNIFIRST warrants, represents and agrees that the unit prices charged by UNIFIRST to CITY for the Equipment shall be no greater than the unit prices charged to Sourcewell under the Sourcewell RFP. Except as otherwise provided herein the Equipment shall in all respects meet the specifications for identical equipment set forth under the Sourcewell RFP and shall be subject to all warranties set forth under the Sourcewell RFP, Sourcewell Contract, and Letter of Agreement to Extend the Contract (Collectively referred to as "Sourcewell Documents") which are attached and incorporated hereto as Exhibit "B" by this reference. The Equipment identified in the Purchase Schedule will be purchased by CITY at the unit prices and schedule set forth in the Purchase Schedule in monthly quantities.

B. This Agreement shall have a term of two (2) years commencing from the date all Parties have executed this Agreement. CITY at its option and in its sole and absolute discretion may extended the Agreement, subject to its same terms and conditions, for a maximum of three (3), one-year extension terms (each such extension term referred to as an "Extension Term").

C. UNIFIRST's performance under this Agreement includes all transportation services, labor, material, tools and equipment necessary for UNIFIRST to complete its delivery and off-loading of the Equipment at the location(s) specified by the City Representatives in a good workmanlike manner. UNIFIRST shall not commence the delivery of the Equipment until such time as CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed") with the delivery, which notice shall specify the date, time and location of the delivery along with such other written instructions as may be provided by the City Representatives.

D. UNIFIRST shall perform all services and tasks contemplated under this Agreement continuously and with due diligence. UNIFIRST shall, among other things, be responsible for the delivery of the Equipment to CITY and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment from UNIFIRST's delivery vehicles to the location(s) specified by the City representatives. CITY shall in no way be responsible for undertaking the delivery of the Equipment with its own personnel or any other contracted third-party, nor shall CITY be responsible for providing UNIFIRST's personnel with training, tools or equipment required to deliver the Equipment. The Equipment shall be delivered to CITY within seven (7) calendar days from CITY's issuance of the written Notice to Proceed.

E. All Equipment shall be subject to inspection by CITY and may be rejected by CITY if the Equipment does not meet the specifications called for under this Agreement or is otherwise broken or defective. The Equipment shall be considered accepted upon CITY's issuance of a written Notice of Acceptance. At any time prior to the issuance of a Notice of Acceptance, CITY may reject, return and demand the replacement of any Equipment which does not meet the required specifications or is broken or defective and the cost of returning and replacing the Equipment shall be borne solely and exclusively by UNIFIRST. At CITY's option, Equipment that is rejected and returned by CITY shall be promptly replaced by UNIFIRST or the cost of such Equipment shall be credited or refunded to CITY. No payment shall be required until replacement is complete. UNIFIRST shall replace any and all Equipment lost during delivery. Prior to the issuance of such Notice of Acceptance, UNIFIRST, at UNIFIRST's sole cost and expense, shall be required to make all such repairs, modifications or corrections to the Equipment as may be necessary to ensure that the Equipment will perform in accordance with the agreed specifications or replace any and all defective or incompatible parts as may be necessary to ensure that the Equipment will perform in accordance with the established specifications.

F. CITY's acceptance of the Equipment shall be conditioned upon the final inspection and performance testing of the Equipment by CITY, as specified under Section 5 of this Agreement, below, to ensure that the Equipment satisfies the requirements of the CITY and is capable of performing in accordance with performance standards set forth in the specifications of the Sourcewell RFP. CITY reserves the right to direct to replace, at no additional cost to CITY, any Equipment which is determined to be damaged, defective or other non-compliant with such specifications. The final inspection and performance test shall be commenced within fourteen (14) calendar days from the date notifies CITY in writing that its installation of the Equipment is complete.

G. UNIFIRST shall deliver new, fully tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the CITY. Nothing in this subsection shall be construed to limit, restrict or otherwise modify the provisions of Section 5 of this Agreement.

H. Coordinated installation of all Equipment will take place during the standard business hours.

I. Risk and Title. UNIFIRST shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to CITY upon delivery. Transfer of title to Equipment shall pass to CITY upon payment. Nothing in this subsection shall operate to restrict, limit or modify; (i) the right of CITY to reject or withhold acceptance of any Equipment that is damaged, defective or which otherwise fails to meet the specifications called for herein; or (ii) the right of CITY to purse any other remedies under this Agreement in the event the Equipment is defective or fails to meet specifications or upon UNIFIRST's breach of any ongoing duties or obligations set forth under this Agreement.

Section 2. STANDARD OF CARE.

A. UNIFIRST represents, acknowledges and agrees as follows:

1. UNIFIRST shall perform all work and services contemplated under this Agreement skillfully, competently and to the highest standards applicable to the UNIFIRST's field;

2. UNIFIRST shall perform all work in a manner reasonably satisfactory to the CITY;

3. UNIFIRST shall 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.);

4. UNIFIRST understands the nature and scope of the work to be performed

under this Agreement as well as any and all schedules of performance;

5. All of UNIFIRST's employees and agents (including but not limited to UNIFIRST's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement; and

6. All of UNIFIRST's employees and agents (including but not limited to UNIFIRST's 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 shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that UNIFIRST's acceptance of any work performed by or on UNIFIRST's behalf shall not constitute a release of any defects or damage to the Equipment undetectable or otherwise unknown to CITY at the time of acceptance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of UNIFIRST, including but not limited to the representation that possesses the skills, training, knowledge and experience necessary to perform all services and task contemplated under this Agreement in a skillful and competent manner.

Section 3. REPRESENTATIVES

A. CITY Representative. For the purposes of this Agreement, the Agreement administrator and CITY's representative shall be Braden Yu, Public Works Director (hereinafter, the "City Representative"). It shall be UNIFIRST's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and UNIFIRST shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. UNIFIRST Representative. For the purposes of this Agreement, Jorge Flores, is hereby designated as the principal and representative of UNIFIRST authorized to act on its behalf with respect to UNIFIRST's performance under this Agreement and to make all decisions in connection therewith (the "UniFirst Representative"). Notice to the UNIFIRST Representative whether written or verbal shall constitute notice to UNIFIRST.

Section 4. UNIFIRST'S PERSONNEL

A. UNIFIRST represents that it has, or will secure at its own expense, all personnel required to perform the services and tasks required under this Agreement. All such services will be performed by or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses

required by applicable law to perform such services.

B. UNIFIRST shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. In the event that CITY, in its sole and absolute discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by to perform services pursuant to this Agreement, shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. UNIFIRST shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. Permits and Licenses. UNIFIRST shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a CITY business license.

Section 5. TESTING AND INSTRUCTION ON OPERATION AND MAINTENANCE

CITY's personnel in coordination with UNIFIRST's personnel shall have a period of ten (10) calendar days from the date the Equipment is first delivered of the Equipment in order to determine whether or not the Equipment meets specifications, is not damaged and functions properly. UNIFIRST, during the testing and inspection period contemplated herein, shall also provide CITY personnel with instruction and training on the property operation and maintenance of the Equipment and shall supply CITY with true and correct copies of all technical specifications, operating manuals and other materials relating to the maintenance, upkeep and operation of the Equipment. The foregoing shall be in addition to and not in lieu of any training program specified under the Sourcewell RFP. Unless otherwise notified in writing, the Equipment shall be deemed accepted following the end of the 30-day testing and instruction period. CITY's issuance of notification of conditions, circumstances or other factors which make the CITY unwilling to accept the Equipment shall toll, the expiration of the 30-day testing and instruction period as to all Equipment.

Section 6. WARRANTIES

UNIFIRST shall extended to CITY all such warranties for the Equipment provided to the CITY under the Sourcewell RFP subject to the same terms and conditions set forth therein, including but not limited to the warranties referenced under Section 5 of the UNIFIRST RFP.

Section 7. COMPENSATION

A. Compensation for Equipment. UNIFIRST shall sell, delivery and install the Equipment referenced in the Purchase Schedule at unit pricing that is no greater than the unit pricing provided to Sourcewell for identical equipment under the Sourcewell RFP. The foregoing notwithstanding, in no event may UNIFIRST's total annual compensation for the sale, delivery, and installation of the Equipment exceed the annual sum of **FORTY-THREE THOUSAND DOLLARS ($43,000)** (the "Annual Not-to-Exceed Sum").

B. Compensation for Related Services. The Related Services shall be provided to CITY by UNIFIRST in accordance with the Construction Cost Estimate as well as the compensation terms provided to Sourcewell under the Sourcewell Documents. Following the conclusion of each calendar month, UNIFIRST shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of UNIFIRST's monthly compensation is a function of hours worked by UNIFIRST's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the service or task, 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 shall notify UNIFIRST in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to UNIFIRST.

Section 8. PROHIBITED INTERESTS

UNIFIRST warrants, represents, and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for UNIFIRST, to solicit or secure this Agreement. Further, UNIFIRST 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 UNIFIRST, 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 shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 9. INDEPENDENT CONTRACTOR

UNIFIRST will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or

association between CITY and UNIFIRST.

Section 10. RECORDS AND INSPECTION

UNIFIRST shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins.

Section 11. CONFLICTS OF INTEREST

UNIFIRST hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with in connection with this project. UNIFIRST hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. UNIFIRST agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that executes in connection with the performance of this Agreement.

Section 12. INDEMNIFICATION

UNIFIRST shall indemnify, defend and hold harmless the CITY, its elected and appointed officials, commissioners, officers, employees, agents and volunteers for the same types of loss, claims, suits, actions, damages and causes of action and to the same extent afforded the Sourcewell, Sourcewell's officials, commissioners, officers, agents, employees and volunteers.

Section 13. INSURANCE

UNIFIRST shall at all times during its period of performance under this Agreement maintain all policies of insurance at the same coverage levels and of the same type and scope as set forth under Section G "Certificate of Insurance" of the Sourcewell RFP.

Section 14. MUTUAL COOPERATION

A. CITY shall provide with all pertinent data, documents and other requested information as is reasonably available for the proper performance of UNIFIRST's services.

B. In the event any claim or action is brought against CITY relating to UNIFIRST's performance in connection with this Agreement, UNIFIRST shall render any reasonable assistance that CITY may require.

Section 15. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

A. Termination for Convenience. Prior to the issuance of CITY's written Notice to Proceed, CITY may immediately terminate this Agreement, inclusive of the purchase of the Equipment and the Related Services, without cause, without liability and free of any charge or cost to CITY. After the CITY's issuance of a written Notice to Proceed, CITY may immediately terminate this Agreement for convenience and without cause or liability. Such termination for convenience shall be made in writing signed by the City Representative specifying the effective date of such termination. UNIFIRST may only terminate this Agreement for cause. Except as otherwise provided herein, in the event of CITY's termination of this Agreement for convenience, UNIFIRST shall be compensated for all Equipment delivered to and accepted by CITY and for such services performed up to the effective date of the termination pursuant to the market outline rate of certain equipment and supplies listed in the document attached and incorporated hereto as Exhibit "C" and entitled "UniFirst – Liquidated Damages Addendum" (hereinafter referred to as the "Liquidated Damages Addendum")

B. Termination for Cause. 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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 shall be cured, which shall not be less than the applicable cure period set forth under subsection 15(C) 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 shall 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. An Event of Default shall include, but shall not be limited to the following: (i) UNIFIRST'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; (ii) UNIFIRST's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to UNIFIRST, whether voluntary of involuntary; (iv) UNIFIRST's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by relating to this Agreement is false or erroneous in any material respect.

C. UNIFIRST shall cure the following Events of Defaults within the following time periods:

1. Within ten (10) calendar days of CITY's issuance of a Default Notice for any failure to timely provide CITY or its agents with any information and/or written reports, documentation or work product which UNIFIRST is obligated to provide to CITY or its agents under this Agreement. Prior to the expiration of the 10-day cure period, UNIFIRST may submit a written request for additional time to cure the Event of Default upon a showing that it 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 shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 10-day cure period; or

2. Within fifteen (15) 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 15-day cure period, may submit a written request for additional time to cure the Event of Default upon a showing that has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in the equipment specifications that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

D. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by within forty-five (45) calendar days of UNIFIRST'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 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to shall be cured by City within thirty (30) calendar days from the date of UNIFIRST's Default Notice to CITY.

E. CITY, in its sole and absolute discretion, may also immediately suspend UNIFIRST's performance under this Agreement (or the performance of any specific task or function performed by under this Agreement) pending

UNIFIRST's cure of any Event of Default by giving written notice of CITY's intent to suspend UNIFIRST'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, shall be compensated only for those services and tasks which have been rendered by 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

F. No waiver of any Event of Default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall 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:

1. Upon written notice to UNIFIRST, the CITY may immediately terminate this Agreement in whole or in part;

2. Upon written notice to UNIFIRST, the CITY may extend the time of performance;

3. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for UNIFIRST's breach of the Agreement, obtain specific performance from UNIFIRST or to terminate the Agreement; or

4. The CITY may exercise any other available and lawful right or remedy.

UNIFIRST shall be liable for all reasonable attorney fees and costs plus other commercially reasonable, direct costs and expenses that CITY incurs as a result UNIFIRST's breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

H. In the event CITY is in breach of this Agreement, UNIFIRST's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to under this Agreement for completed services and tasks pursuant to the rates listed under the Liquidated Damages Addendum.

I. No waiver of any default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 16. FORCE MAJEURE

UNIFIRST shall not be liable for any failure to perform if presents acceptable evidence, in CITY's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of UNIFIRST. In the event that a force majeure event materially increases the UNIFIRST's costs of performance hereunder then CITY shall make an equitable contribution to all such increased costs of performance to the extent that such costs are not covered by UNIFIRST's insurances.

Section 17. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during UNIFIRST and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
Phone: 626-580-2058
Attn: Braden Yu, Director of Public Works

If to UNIFIRST:

UniFirst Corporation
700 South Etiwanda Avenue, Suite C
Ontario, CA 91761
Attn: Jorge Flores, General Manager
Phone: (909) 390-8670

Section 18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

Section 19. PROHIBITION AGAINST ASSIGNMENT

UNIFIRST shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, which shall

not be unreasonably withheld or delayed and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than UNIFIRST.

Section 20. ATTORNEY FEES

In the event that CITY or UNIFIRST commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 21. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. Unless otherwise provided in this Agreement, in the event of any conflict or inconsistency between the provisions of the Purchase Schedule and the provisions of the Sourcewell RFP, the provisions of the Sourcewell RFP shall govern and control. This instrument contains the entire Agreement between CITY and UNIFIRST with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and UNIFIRST.

Section 22. GOVERNING LAW; JURISDICTION

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall 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, shall be in the Central District of California located in the City of Los Angeles, California.

Section 23. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 24. AMENDMENT; MODIFICATION

No amendment, modification or supplement of this Agreement shall 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 shall be void and invalid

Section 25. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 26. AUTHORIZATION

Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

Section 27. SURVIVAL OF PROVISIONS AND OBLIGATIONS

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Section 28. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING 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, a municipal corporation

By: _____
Alma K. Martinez
City Manager

Date:_____

UNIFIRST CORPORATION

By: _____
Jorge Flores
General Manager

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla
Assistant City Attorney

Date:_____

EXHIBIT "A"

PURCHASE SCHEDULE

EXHIBIT "B"

SOURCEWELL DOCUMENTS

EXHIBIT "C"

LIQUIDATED DAMAGES ADDENDUM

UniFirst

NEW ACCOUNT ☐ EXISTING ACCOUNT ☐

INSTALLATION DATE _____
MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) City of El Monte LOC. NO. _____

ADDRESS 3990 Arden Dr ROUTE NO. _____

El Monte CA 91731 DATE _____

PHONE 626 258 8637 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
Std Shirt 0102 05/27 LS	$10.45	1		255	.1430			
Ste Shirt 0202 05/27 SS	$8.75	1		254	.1205			
Std Pants 1002 05	$14.05	1		549	.1960			
Perm Hip Jcket 1527	$26.95	1		5	.3870			
Jeans 1091	$14.70	1		10	.2560			
Cargo Pants 10AI 05	$18	1		10	.2450			
FR Shirt 09FR 05	$38.30	1		16	.3440			
Coveralls 3002	$22.20	1		35	.2990			
Women Pants 1167 05	$14.35	1		9	.2230			
Mimix Pants 10MX	$27.44	1		9	.49			
FR Coverall 30FR 05	$74.20	1		12	.6470			
FR Pants 10FR 05	$41.30	1		9	.3810			
Flex Strip 0414 SS	$12.05	1		13	.1634			
Flex Strip 0314 LS	$14.05	1		14	.2032			

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	.50
Name emblem per piece	.35
Company emblem per piece	1.25
Direct Embroidery: Wearer name per piece	1.50
Company name per piece	2.55

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	2.65
Special cuts per piece	2.65
Restock/Exchange per piece	2.65
Automatic Wiper Replacement	2%
Automatic Linen Replacement	2%
DEFE (See description on reverse side)	12

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☐

COMMENTS

Install fees preparation/name/company emblem waived on install. Page 3 "Customer Service Agreement Terms" not applicable

UniFirst

NEW ACCOUNT ☐ EXISTING ACCOUNT ☐

INSTALLATION DATE _____
MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) City of El Monte LOC. NO. _____

ADDRESS 3990 Arden Dr ROUTE NO. _____

El Monte, CA 91731 DATE _____

PHONE 626 258 8637 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
Stripe Shirt 0137 16 LS	16.15	1		90	.2196			
Shop Towel 8032 10	.25	1		100	.06			
Scrapper Mat 5388	$47.65	1		4	1.25			
Mat 3x10 76GC 12	$ 69.90	1		6	2.00			
Mat 3x5 76GA 12	$34.20	1		10	1.25			
Logo Mat UL 16	$91.95	1		1	3.25			
Mat 4x6 76GB	$52.35	1		1	2.00			
Terry Cloth 8581	.55	1		150	.07			

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	.50
Name emblem per piece	.35
Company emblem per piece	1,25
Direct Embroidery: Wearer name per piece	1,50
Company name per piece	2,55

OTHER CHARGES	AMOUNT
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Automatic Linen Replacement	2%
DEFE (See description on reverse side)	12

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☐

COMMENTS

Install fees preparation/name/company emblem waived on install. Page 3 "Customer Service Agreement Terms" not applicable. See Exhibit A

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") *Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. *(* Poly-bag services incur additional charges.)*

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

RFP Opening

JUNE 25, 2015
8:00 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #062415

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 062415 UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES. Details of this RFP are available beginning MAY 15, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until JUNE 24, 2015 at 4:30 p.m. Central Time at the above address and opened JUNE 25, 2015 at 8:00 a.m. Central Time.

RFP Timeline

MAY 15, 2015	**Publication of RFP in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
JUNE 9, 2015 10:00 a.m. Central Time	**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**
JUNE 17, 2015	**Deadline for RFP questions.**
JUNE 24, 2015 4:30 p.m. Central Time	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
JUNE 25, 2015 8:00 a.m. Central Time	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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   - F. Trade-Ins
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   - H. Termination of a Contract resulting from this RFP

8. GENERAL TERMS AND CONDIITONS
   - A. Advertising a Contract Resulting From This RFP
   - B. Applicable Law
   - C. Assignment of Contract
   - D. List of Proposers
   - E. Captions, Headings, and Illustrations
   - F. Data Practices
   - G. Entire Agreement
   - H. Force Majeure
   - I. Gratuities
   - J. Hazardous Substances
   - K. Licenses
   - L. Material Suppliers and Sub-Contractors
   - M. Non-Wavier of Rights
   - N. Protests of Awards Made
   - O. Suspension or Disbarment Status
   - P. Affirmative Action and Immigration Status Certification
   - Q. Severability
   - R. Relationship of Parties

9. FORMS

10. PRE-SUBMISSION CHECKLIST

11. PRICE & PRODUCT CHANGE REQUEST FORM

12. APPENDIX A

1 DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 2) on NJPA's website; 3) in the hard copy print and online editions of the USA Today; and 4) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES .

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Rental uniforms, direct-purchase uniforms, and related products and services.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation should NOT be construed to include athletic uniforms. Responses should not include more than an incidental portion of mats, mops, cleaning supplies, or similar related items.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 **Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 **Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 **Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 **Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 **Geographic Area to be Proposed:** This RFP invites proposals to provide UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 **Contract Term**: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 **Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 **Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition,

Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening",** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of

Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This

requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to

be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity ($1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

6.6.1 received prior to the deadline for submission or it will be returned unopened;

6.6.2 properly addressed and identified as a sealed proposal with a specific opening date and time;

6.6.3 pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;

6.6.4 original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;

6.6.5 an electronic copy (CD or flash drive) of the entire response; and

6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

6.8.1 Company Information & Financial Strength

6.8.2 Industry Requirements & Marketplace Success

6.8.3 Ability to Sell & Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value Added Attributes

6.8.7 Payment Terms & Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing & Delivery

6.8.11 Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit

cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment C.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, $1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of $1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence	$1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being

proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 **Zero sales reports**: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 **Hub Partner:** NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 **Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 **NJPA's interest in a contract resulting from this RFP:** Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 **NJPA Compliance with Minnesota Procurement Law**: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 **Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 **Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 **Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 **Other Laws**, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 **Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's

liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose

pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Demonstrate your financial strength and stability.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) How long has your company been in the UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES industry?
8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
9) Please provide your bond rating, and/or a credit reference from your bank.
10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
12) Provide all "Suspension or Disbarment" information as defined and required herein.
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.
16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process?
____ Yes ____ No
    a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.
37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
38) Identify any GSA Contracts held or utilized by the Proposer.

39) What is the annual combined dollar sales volume for each of these contracts?
40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
41) How would you leverage an NJPA awarded contract in your sales process?
42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
44) Is this training standard as a part of a purchase or optional?
45) Describe current technological advances your proposed equipment/products and related services offer.
46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP 062415 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

In compliance with the Request for Proposal (RFP) for UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 062415 # _____

_____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number 062415 #**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number 062415 #**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number 062415 #**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and

4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and

6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and

11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.

12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.

13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its _____

_____ Its _____

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
    a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
4) Do you accept the P-card procurement and payment process?

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
6) Do all warranties cover all products/equipment parts and labor?
7) Do warranties impose usage limit restrictions?
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
9) Please list any other limitations or circumstances that would not be covered under your warranty.
10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
16) Describe your NJPA customer volume rebate programs, as applicable.
17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:

_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____d. Other; please describe.

20) Do you offer quantity or volume discounts?
_____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry-Specific Items

24) Explain the differences and unique advantages between your products and those of your closest competitors. Give specific examples that demonstrate product longevity or wear-resistance.

25) If applicable, please outline how your direct buy, rental, or leasing solutions complement the value of your program and offerings.

26) Discuss any unique advantages that your offering delivers in terms of efficiency, ease of shipping, and flexibility.

27) What other unique features (i.e., ones that are not offered by your competitors) of your company or its services would benefit NJPA members?

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND**: **PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

- ☐ Adding Equipment/ Products /Services
- ☐ Deleting/Discontinuing Equipment/Products/Services
- ☐ Price Increase
- ☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes ☐ No

Section 5. Signatures

_____ _____

Vendor Authorized Signature Date

_____

Print Name and Title of Authorized Signer

_____ _____

NJPA Executive Director Signature Date

Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: UniFirst Corporation

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		As an incumbent supplier to NJPA we suggest we use the Terms and Conditions from our existing agreement.	
		ADDENDUM ONE TO NJPA CONTRACT #012111-UFC In the event that a program agreement between an NJPA Member and UniFirst Corporation is entered into during the above-named NJPA awarded contract period but has an end date that terminates after the NJPA contract expiration, the terms and conditions of the awarded NJPA contract shall extend through the program end date.	NJPA Accepts

Proposer's Signature: [signature] Date: 6/16/15

NJPA Clarifications:

Any proposed exception not explicitly accepted by NJPA is hereby rejected and will not be part of the NJPA Contract

LEGAL Initials 7/20/15 Date

Contract Award
RFP 062415 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

In compliance with the Request for Proposal (RFP) for UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: UniFirst Corporation Date: June 19, 2015

Company Address: 68 Jonspin Road

City: Wilmington State: MA Zip: 01887

Contact Person: Kurt Nussle Title: National Account Executive

Authorized Signature (ink only): _____ Michael E. Ruttner
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 062415 UNIFORMS AND UNIFORM-REALTED PRODUCTS AND SERVICES

UniFirst Corporation
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be August 18th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Coauette,
NJPA Executive Director (Name printed or typed)

Awarded this 18th day of August, 20 15 **NJPA Contract Number** 062415-UFC

NJPA Authorized signature: _____ Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 18th day of August, 20 15 **NJPA Contract Number** 062415-UFC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name UNIFIRST CORP

Vendor Authorized signature: _____ David M Kaik
(Name printed or typed)

Title: SVP Sales & Marketing

Executed this 19th day of August, 20 15 **NJPA Contract Number** 062415-UFC

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and

4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and

6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and

11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.

12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.

13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: UniFirst Corporation

Contact Person for Questions: Kurt Nussle

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 68 Jonspin Road

City/State/Zip: Wilmington, MA 01887

Telephone Number: 888-851-2474 x302 Fax Number: 615-399-5290

E-mail Address: knussle@unifirst.com

Authorized Signature:

Authorized Name (typed): Michael E. Ruttner

Title: Vice President National Accounts

Date: June 19, 2015

Notarized

ALLA ILCHENKO
Notary Public
Massachusetts
Commission Expires Dec 15, 2017

Subscribed and sworn to before me this 19th day of June, 2015

Notary Public in and for the County of _____ State of MA

My commission expires: December 15, 2017

Signature:

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: UniFirst Corporation

Questionnaire completed by: Kurt Nussle

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)

We currently have Net 30 payment terms with NJPA.

2) Identify any applicable leasing or other financing options as defined herein.

Not Applicable.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

There are multiple ordering approaches which might be of interest to you under the proposed program. They are listed below along with the primary advantages associated with each.

Rental:

- **Route Sales Representative**: Speed, accuracy, and immediate sizing
- **Phone**-Primary Advantages: Speed and interactivity, faxed confirmation
- **Fax-Primary** Advantages: Speed and accuracy, faxed confirmation

Direct Sale:

- **Custom Store Front / Internet**- This on-line ordering has the primary advantages of : convenience, interactivity, colored pictures, descriptions, sizes, allowance programs, spending limits, multiple payment methods, program management/accountability, secure -Verisign®
- **Custom Brochure/Mail In** - Primary Advantages: Available to all employees with or without internet access, color picture, descriptions, prices, includes pre-printed order forms, convenience
- **Mail-Primary** Advantage (direct sale): Accuracy, faxed confirmation
- **Phone**-Primary Advantages: Speed and interactivity, faxed confirmation
- **Fax**-Primary Advantages: Speed and accuracy, faxed confirmation
- **E-Mail**- Primary Advantages: Speed, accuracy, electronic record, electronic confirmation.

a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

We do not require the use of a dealer network.

4) Do you accept the P-card procurement and payment process?

Yes. Customers can pay weekly invoices using a company credit or P card. Our accounts receivable department will apply the weekly invoice amounts to the credit or P card for each customer location

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

All items of Merchandise delivered by UniFirst will conform to NJPA's specifications set forth in Schedule II of our National Service Agreement and meet or exceed customary industry standards of quality, or non-conforming items will be replaced by UniFirst by the following normal delivery at no cost to Customer. All of the Services performed shall be executed in a good and workmanlike manner by qualified and careful workers, in accordance with industry standards of care and diligence normally practiced by firms performing services of a similar nature and in accordance with this Agreement.

6) Do all warranties cover all products/equipment parts and labor?

See response to question 5 (five) above.

7) Do warranties impose usage limit restrictions?

See response to question 5 (five) above.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

See response to question 5 (five) above.

9) Please list any other limitations or circumstances that would not be covered under your warranty.

See response to question 5 (five) above.

10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

See response to question 5 (five) above.

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Standard Work-wear:
From factory coveralls, to lab coats, to foodservice smocks - UniFirst' Industrial Wear line offers apparel for workers in virtually every occupation. Beyond a complete selection of primary garments, cover-ups, and outerwear, UniFirst also provides accessory items like gloves, hats, footwear, and protective gear - making "head-to-toe" outfitting more than just a marketing slogan. Most of the line's apparel items boast our Industrial Laundry Safe seal, meaning they are ideally constructed to hold up to UniFirst' rigorous industrial laundry process. Compared to home laundering, we use stronger detergents, longer agitation cycles, and higher temperatures to get even hard-use clothing their cleanest. UniFirst currently self-manufactures over **70%** of its overall industrial garment needs.

Flame Resistant Apparel:
Wherever business is hot (literally), UniFirst is on the job. Our flame-resistant apparel offers important secondary protection from flash fire, electric arcs, and other potentially hazardous flame conditions. Our FR garments look and feel comfortable, but offer great durability and the added protection of flame-resistance. UniFirst currently self manufactures over half of its overall FR needs. UniFirst also carries Flame Resistant Apparel specific for the foodservice industry – Samples are available

Hi Visibility Garments:
For those whose jobs place them in potentially hazardous traffic environments, UniFirst offers the latest HIGH-VISIBILIY WORKWEAR SOLUTIONS. Our ANSI compliant Hi-Vis garments make workers visible to drivers at much greater distances than simple enhanced visibility wear. And workers who are more easily seen by motorists and oncoming traffic are safer and happier on the job.

Corporate Casual Attire:
All across North America, the casual dress trend has taken hold. But the need for professional polish remains as strong as ever. UniFirst responds with Corporate Casual attire that allows employees to "dress down" while maintaining a decidedly business-like look. Our growing Corporate Casual line includes hundreds of items, all available with our own embroidered or screen-printed personalization. In this and other product categories, UniFirst offers the industry's fastest new installation and replenishment service available, thanks largely to our ISO 9001-2000 registered, 320,000 sq. ft. Owensboro, KY Central Distribution Facility, the only such facility in the industrial rental garment business.

Floorcare and Dust Control Services:
Creating a safe, attractive workplace is a process that begins from the ground up. It's no wonder, then, that UniFirst' floorcare products are underfoot in offices and factories from coast-to-coast. Through our rental programs, we regularly clean and rotate items, saving businesses significant maintenance time and expense. Supplying walk-off and logo mats; scraper and anti-fatigue mats; wet and dry mops; as well as various wiping products, UniFirst keeps workplaces clean and inviting, while protecting employees and CUSTOMERS alike. UniFirst self-manufactures over 70% of its total floorcare needs (mats and dust mops) from its Arkansas manufacturing facility so that we provide customers with an even greater level of value, color selection, and overall value than was previously available.

Restroom Services:
In business, quality and image are around-the-clock imperatives, often extending beyond work apparel. Restroom Services from UniFirst benefits both a company's employees and its Customers. Products such as hand soaps, sanitizers, air fresheners, disposable towels and tissue, as well as required dispensers, address health and sanitary concerns, while conveying a focus on cleanliness that speaks of a total commitment to quality. As with all UniFirst rental programs our Route Representative monitors your usage and provides timely product refills and supplementary services.

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

In general, UniFirst provides service quotes to its Customers that represent its very best prices for the projected volume of business and the associated terms and conditions of service, as determined by our review of the RFP documents. This does not mean, however, that we necessarily expect to receive all of this business immediately, or even necessarily within the first year or two of the term of our Agreement, for that matter, as we realize that we frequently are required to await the natural expiration (by their terms) of any pre-existing agreements that our Customer might then have in place with any third party vendors.

As with all things there is at least one exception to this general rule, which would arise in the event that a given Customer elected to award all of its business to two or more preferred vendors, each of whom was then expected to solicit business from each Customer operating location. In this instance, we would downgrade the value of the projected business volumes (raise the bid prices that we initially quoted) and then offer incentives (reduced prices) to be granted upon the attainment of certain specified earned revenue thresholds. The most Customer friendly option is the former, where our very best prices are offered from day one of the Agreement.

Once our agreement is finalized our Account Management System ensures that only those products and prices enabled in the agreement can be invoiced locally. Consistent application of products and pricing across all of the local NJPA operations is guaranteed.

Furthermore all requests for exceptions (additions) to the originally negotiated contract requirements must be processed through predefined channels for approval. All pricing will be developed using the same pricing model used in the original bid effort to incorporate the same volume considerations.

Rental Services Include:

- Water-wash of Rented Uniforms and Rented Items. Including inspection of all garments during the cleaning process and the pressing of all garments at no additional cost
- Delivery of clean Rented Uniforms and Rented Items, on a stated weekly schedule.
- Removal of soiled Rented Uniforms and Rented Items, on a stated schedule.
- Existing garments may be exchanged due to an Employee's changing size requirements at no cost to the Customer, though the emblem and garment preparation charges specified by agreement will apply.
- All Garment repairs needed due to normal wear and tear will be done at no cost to the Customer.
- UniFirst will automatically replace garments before they become so worn as to impact either appearance or function. This replacement will be done at no charge to the Customer, though the emblem and garment preparation charges specified by agreement will apply.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

NJPA's program pricing is constant across the nation and therefore the discount/savings varies by market; i.e. savings on the NJPA program might be as high as 60-70% in metropolitan markets such as NYC whereas in central Kentucky the savings might only be 20-30%. Across the board it's safe to say the average savings when compared to 'local pricing' is 30-40%.

14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

UniFirst evaluates the total potential volume for any particular National Account customer and prices the entire in accordance with our pricing models. Total usage levels are evaluated as part of the pricing, and UniFirst takes this into consideration and leverages the total potential of each account in order to come up with the most competitive rates available.

15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

UniFirst is a full-service provider of textile services, with much of the products being manufactured and much of the services being provided directly by UniFirst. As a part of our continued growth, we have aligned ourselves with several trusted vendor partners whenever we have customer requirements that don't align with our manufacturing core competencies (i.e. Non-Standard Options). All vendor partners must pass through our Vendor Approval process to ensure that they are financially solvent, and adhere to all manufacturing best practices and appropriate child / forced labor laws. Our vendor partners have been carefully selected based on product offering/breadth, stocking position, and mutual business goals. This is an on-going effort to leverage our influence over these vendor partners in order to better guarantee the quality of services provided by any such vendor to any one of our customers. As an industry leader, UniFirst is able to leverage our size in order to negotiate the most favorable pricing and terms in the industry, a benefit that gets passed on directly to our customers.

In situations where our vendor partner's products are used to support our customers, we will issue standard UniFirst (bulk) Purchase Orders for merchandise, on an as necessary basis. These orders will be filled and shipped directly to our distribution center in Owensboro, KY. Our vendor partners will then invoice UniFirst directly for their services. All other services (order administration, pick, pack, ship, customer services and overall program administration and management) will be directly performed by UniFirst personnel, utilizing UniFirst owned equipment and facilities.

16) Describe your NJPA customer volume rebate programs, as applicable.

UniFirst will pay a quarterly rebate of 2% based on the rental charges for all NJPA members that utilize the UniFirst program. The rebate check will be calculated and issued within 30 days of the quarter end.

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

This is open for discussion. The pricing schedules attached to this proposal are not influenced by garments already in use by other suppliers.

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Rental: The delivery cost is included in the weekly rental rate.

Direct Sales: Pricing is quoted F.O.B. Origin, sans applicable sales taxes, with applicable freight and handlin charges being prepaid and added to the shipment invoice.

- **United States** - All Purchased Items are shipped via UPS standard ground service from our IS(registered Central Distribution Center in Owensboro, KY, unless instructions to the contrary ar specified on the order.

- **Canada** - All Purchased Items are shipped via Canadian Post standard ground service from our Centra Distribution Center in Oakville, ON, unless instructions to the contrary are specified on the order.

Expedited shipping (overnight) is available via FedEx or UPS Express. The cost of expedited shipping will b calculated on a case by case basis and we will pass along the true cost of shipping.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:

_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
____X____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
_____d. Other; please describe.

20) Do you offer quantity or volume discounts?
_____ YES ___X__ NO Outline guidelines and program.

UniFirst evaluates the total potential volume for any particular National Account customer and prices the entire in accordance with our pricing models. Total usage levels are evaluated as part of the pricing, and UniFirst takes this into consideration and leverages the total potential of each account in order to come up with the most competitive rates available. Rather than provide volume discounts we are offering our very best price to all NJPA regardless of size.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

Direct Sale:

1.) UniFirst will accept Program Merchandise (Those garments which are part of your contracted program) for return credit or exchange. This includes garments that have been embroidered that can be re-used to fulfill a future order. Garments that are direct embroidered with the employee's first names or garments that receive personalization that are not included as part of your Program Merchandise (Example: Garments ordered from our catalog that are not included in your contracted merchandise) cannot be returned for credit or exchange. The reason for this policy is that we cannot re-use these garments to fulfill any future orders. To limit returns due to sizing errors, UniFirst will provide sizing kits to be distributed among your locations at no charge. Additional charges will apply when exchanging non-similar Program Merchandise items (Example: Shirt for a jacket) or returning properly shipped items that are free from defect for credit. In these cases a 15% re-stocking fee will apply. UniFirst will not assume any liability, or issue any credits for freight charges incurred for the return or re-shipment of Program Merchandise or non-Program Merchandise items, unless such return or re-shipment was necessitated by Supplier error.

PLEASE SEE DIRECT PURCHASE AGREEMENT LANGUAGE: WARRANTY AND RETURN POLICY BELOW:

Supplier guarantees that all Program Merchandise items delivered hereunder shall be in accordance with the specifications approved or adopted by Customer, be of merchantable quality and free from workmanship defects resulting from normal wear and tear for one (1) year following the date of purchase, color shifting, normal shrinkage and fading excluded. If Customer determines, at its own discretion, that the quality of any such item is not satisfactory it may return such item to Supplier and Supplier shall send a replacement, or issue a credit to Customer. Merchandise items, other than the Program Merchandise items specifically identified herein, that receive direct embroidery, once shipped, may not be returned for credit or exchange, unless the return was necessitated by Supplier error. Supplier will credit Customer for returned Program Merchandise items and re-bill for the exchange. Exchanging non-similar Program Merchandise items or returning properly shipped items that are free from defect for credit will result in a fifteen percent (15%) re-stocking fee. Supplier will not assume any liability, or issue any credits for freight charges incurred for the return or re-shipment of Program Merchandise items, unless such return or re-shipment was necessitated by Supplier error.

2.) Return Process

Each box that is shipped contains a packing list that includes the necessary user friendly paperwork needed to complete an exchange. This packing list is divided into two sections. Shipped garments and are shown at the top and the return exchange portion is shown at the bottom. A pre- addressed shipping label is also included to be torn off and placed over the top of the original shipping label on the box you received your garments in.

On the Return portion of the packing slip fill in the appropriate columns: RTN QTY: Quantity returning, RSN: Reason Code- found below, Action Code: (A) Exchange or (B) Issue refund or credit.

****Garments must be returned clean, unwashed, unworn and in new condition. These garments will be used to fulfill future orders placed against them.***

FOR EXCHANGES:

1. Call your assigned National Accounts Manager. This will expedite the process and we can begin shipping you your new garments while the other garments are being returned. All shipped garments will be billed and credits will be applied once we have received the returned garments.

2. Enter the item/ color / and size in the EXCHANGE FOR column of the packing list.

3. To ship products back, follow the RETURN INSTRUCTIONS.

FOR RETURNS:

1. Include the Return/ Exchange portion of the packing list with the merchandise in a securely wrapped package.

2. On the pre-printed shipping label addressed to UniFirst: Check either Return or Exchange.

3. Ship via UPS or Insured Parcel Post.

4. Save remainder of packing slip for your records.

Rental:
We do not offer warranties on the garments employed in our rental services programs. This is because we can not control or otherwise influence the uses to which these garments may be placed or the environments in which the utilization may occur. Notwithstanding this fact, any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to you. And, we take care to inspect every rental garment every time we handle it. Upon pick-up and return to our service center, each garment receives a comprehensive ten point inspection. This system is backed-up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special repair needs can also be flagged by wearers to ensure that they get our immediate attention.

Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. And, unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with "new" garments.

We also recognize that not every employee stays the same size over time, so we provide for clothing size exchanges whenever necessary.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services.

As previously mentioned, due to the cost of doing business in Alaska and Hawaii, Subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a Subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.

In general, the return process would be similar to the one described in question 21.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

During the Term, UniFirst will, upon not less than thirty (30) business days prior written request, make available to NJPA no more than once per calendar year, at UniFirst's corporate offices, during normal business hours, the invoice reports and/or invoice documents from UniFirst pertaining to all invoices sent by UniFirst and payments made by NJPA members for all Products and Services procured under this Agreement. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. UniFirst shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, UniFirst will permit the auditor to review the relevant UniFirst documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.

Industry-Specific Items

24) Explain the differences and unique advantages between your products and those of your closest competitors. Give specific examples that demonstrate product longevity or wear-resistance.

25) If applicable, please outline how your direct buy, rental, or leasing solutions complement the value of your program and offerings.

Rent

UniFirst full service uniform rental programs include:

When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).

How our rental programs work
More than 200 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full service rental program, you get:

- Professional on-site needs analysis
- More than 17,000 product sku's to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Professional laundering and finishing
- Regularly scheduled uniform deliveries and product replenishment
- Inspection of all garments for rips, flaws, missing buttons, etc.
- Automatic garment repairs
- Automatic replacement of worn or overly damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees

Triple Pro Service
You'll get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Sales Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Lease

UniFirst Val-U-Lease uniform programs include:

Depending upon individual needs, you may prefer our Val-U-Lease program. You enjoy the service, convenience, and all the benefits of our Full Service Uniform Rental Program, with the exception of the scheduled laundering services. But if you need occasional laundering, we can arrange that, too. And you'll still receive our uniform repair, replacement, and maintenance
services, as needed.

How our Val-U-Lease programs work
With a UniFirst Val-U-Lease program, you eliminate up-front clothing investments in favor of low weekly charges. You're only billed for the number of workers actually "in uniform." Idle clothing costs are avoided and you get top-quality, stylish uniforms of your choice...complete with custom company emblems and more. Employees take care of uniform cleaning, but we take care of everything else:

- Professional on-site needs analysis
- More than 17,000 product sku's to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Full program management
- Automatic garment repairs
- Automatic replacement of worn or overly damaged garments

Triple Pro Service
You'll get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Sales Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Buy

UniFirst direct purchase programs include:

For companies that prefer to own their employees' workwear, UniFirst offers great pricing and an extensive selection through our Direct Purchase Programs. All our uniform rental items are available for purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Carhartt, Berne, Lee, Dickies, Wrangler, Riggs, Nike, Red Kap, Dri-Duck, and Jerzees. You can even have custom uniforms designed just for your company!

Trust UniFirst for all your workwear needs including industrial shirts and pants, coveralls, outerwear, corporate wear, specialized protective clothing, ancillary products and more.

Need occasional cleaning to manufacturer's specifications? We can still be counted on. Just ask your UniFirst representative for details.

Why buy from UniFirst?

◦ Savings over retail stores	◦ UniFirst-made and other top name brands
◦ 200,000 product sku's to choose from	◦ Personalization and customization
◦ ISO certified manufacturing facilities	◦ Custom program options
◦ ISO certified central distribution center	◦ Unparralelled UniFirst Service

26) Discuss any unique advantages that your offering delivers in terms of efficiency, ease of shipping, and flexibility.

UniFirst envisions a combination program whereby the full weight of our ISO Certified Distribution Center Capabilities and our National Service Coverage can be brought to bear on the NJPA requirements. Direct Sale and Rental programs are all supported from a merchandise perspective by our Owensboro, KY "state-of-the-art" Distribution Center. This facility has been built with the specific objective of providing the fastest most accurate order turnaround times in the industry and we are confident that this will enhance the UniFirst value proposition for NJPA locations.

Our proposal represents "Best in Class" pricing based upon the NJPA revenue projections provided in the NJPA bid documents. Furthermore we offer the following value-added services:

- ISO Certified Manufacturing and Distribution: Vendor manufactures and distributes the majority of its garments through a strict process controlled ISO certified manufacturing and distribution system. This capability allows Vendor to better manage its supply chain and negotiate favorable rates with fabric mills. The ISO Certification ensures that consistently high quality manufactured garments will be delivered to the Client in a timely manner, through a proven documented distribution system.

- Guaranteed rates and charges: Our proprietary Account Management System (AMS/Mozart) guarantees only the charges authorized and specified in our service agreement can be invoiced. Only the items of merchandise and/or services specifically authorized in the agreement can be provided to client. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval.

- Virtually Unlimited Catalog: By using our partnerships with our long term vendor partners, our catalog is essentially limitless. Even if a desired garment is not currently manufactured by UniFirst, or featured in our Workwear Direct catalog, by leveraging our relationships with our trusted vendor partners we can guarantee best in class pricing and service for any work apparel item.

  Service excellence is central to our culture. It begins with highly trained Customer Representatives who are fully dedicated to total Customer satisfaction and extends to all the contact personnel in our National Accounts Group who specialize in dealing quickly and efficiently to ensure that the specific service requirements of our National Account Customers are understood and consistently applied by our entire field Customer service centers. The detailed process by which we manage the authorization and installation of services to each of the NJPA operating locations is contained elsewhere within this proposal.

27) What other unique features (i.e., ones that are not offered by your competitors) of your company or its services would benefit NJPA members?

First, **Customer Commitment**. UniFirst is dedicated to excellence in service and total customer satisfaction. For seventy six years we've known the importance of excellent customer service and we've dedicated ourselves to achieving it. Now in our seventh decade of service we continue working toward perfecting the process.

UniFirst' overall Customer retention rate for the past 3 years is over 95 %. Over the past 10 years our annual percentage of controllable lost accounts has remained under 5% and our contract renewal rate has actually increased year to year. With industry averages approaching 90%, we believe we are setting the pace for business retention in the industry. The "Customers for Life" programs and overall business philosophy is a key differentiation between UniFirst and its competitors.

Our corporate mission is to be recognized as the leading provider of quality uniform products and services for business. Our careful focus on serving each customer's special needs and providing total satisfaction enables us to grow, to provide an equitable return on investment, and to create opportunities for our team partners.

We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations and with the highest standards of business ethics.

With a core business dedicated to the rental, lease, and sale of work clothing, uniforms, and career wear to business, we recognize that our continued success depends on the skill, creativity and initiative of all our team partners. That is why we are constantly seeking bright, talented, self-motivated individuals to help us extend our record of success into the 21st century.

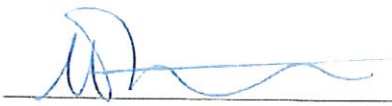
Second, UniFirst presses ALL shirts. UniFirst' customers have told us that they are looking for a clean, professional appearance for all employees. In today's marketplace many employees come in regular contact with both customers and prospective customers. Their employees' appearance means a lot. That is why UniFirst goes the extra mile to press all shirts and not just the executive shirts. The pressing of the shirts not only provides you and your employees with a garment to be proud of, it also allows UniFirst additional time to examine the garment for needed repairs. This added step that our competitors leave out allows UniFirst to catch those needed repairs that might otherwise slip through the cracks.

A third difference that UniFirst offers can be looked at as a basic philosophy of doing business. This basic philosophy is summed up with three main thoughts; honesty, mutual trust and respect, and results for today and tomorrow. While these thoughts may seem sappy and overused they form the foundation for how we approach day to day business at UniFirst.

You will not hear UniFirst over commit just to win your business. We will honestly tell you what we can and what we cannot do. We feel that this is the only way to earn your business.

UniFirst feels that a relationship built on mutual trust and respect will allow both parties to accomplish their necessary objectives. No one wins if one party to an agreement loses. Because all of our business' partnerships begin with an honest commitment to what we can and cannot do, trust and respect naturally develop between UniFirst and our customers.

While the program that we put in place addresses today's objectives we must constantly be looking to solving tomorrow's challenges. That means new technology, new products and services but most of all it means having a relationship that fosters commitment to meet tomorrow's requirements. UniFirst is committed to making this a long-term relationship with NJPA. We want to be business partners for a long time.

Signature:  Date: 6/19/15

DocuSign Envelope ID: 39EAB3AE-8830-4D9D-8654-9375E6D862D6

Letter of Agreement
To Extend the Contract

between

UniFirst Corporation (Vendor)
68 Jonspin Road
Wilmington, MA 01887

and

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
P.O. Box 219
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #062415-UFC) for the procurement of Uniforms and Uniform-Related Products and Services. This Agreement has an expiration date of August 18, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's Members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on August 18, 2020. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance® (NJPA)

DocuSigned by:
By: Jeremy Schwartz C0FD2A139D06489..., Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

11/16/2018 | 12:38 PM CST
Date

UniFirst Corporation

DocuSigned by:
By: 4F12ACF1C3F941F..., Its: vp national accounts

Michael Ruttner
Name printed or typed:

11/16/2018 | 1:57 PM CST
Date

UniFirst

LIQUIDATED DAMAGES

LIQUIDATED DAMAGES: There are no said clause, for the exception that the City of El Monte will notify UniFirst 30 days prior to cancelling the agreement and agree to pay the cost for all uniforms and facility supplies at the current market rate outline below, not the Sourcewell loss and damage amount:

Item	Code	Amount per item
Shirt Lng Sleeve (LS)	0102	19.01
Shirt Short Sleeve (SS)	0202	16.20
Pants	1002	26.71
Hip Jacket	1527	52.22
Jeans	1091	28.30
Cargo Pants	10AI	34.13
FR Shirt	09FR	64.56
Coveralls	3002	41.52
Women Pants	1167	25.99
Mimix Pants	10MX	41.86
FR Coverall	30FR	118.80
FR Pants	10FR	69.86
Flex Stripe Shirt SS	0414	21.70
Flex Stripe Shirt LS	0314	27.02
Stripe Shirt	0137	28.99
Scrapper Mat	5388	103.22
Mat 3x10	76GC	139.20
Mat 3x5	76GA	68.78
Mat	76GB	105.41
Logo Mat	UL 16	166.22

CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

July 2, 2020

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

Dear Mayor and City Council:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA ESTABLISHING CANDIDATE ELIGIBILITY PROTOCOLS IN CONNECTION WITH THE ISSUANCE AND FILING OF NOMINATION PAPERS FOR ELECTED CITY OFFICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the attached Resolution establishing a policy establishing candidate eligibility protocols in connection with the issuance and filing of nomination papers for elected City offices.

BACKGROUND

In order to safeguard the integrity of elections City of El Monte ("City") offices, it is proposed that the City Council adopt the attached Resolution establishing certain candidate eligibility protocols in connection with the issuance and filing of nomination papers for all City elected offices.

Both Government Code Sections 34904 (applicable to elected mayors) and 36502 (applicable to city council members, elected treasurers and elected city clerks) set forth the legal criterial for assuming City elective offices. Both statues establishing the following criteria for assuming elected city offices:

- The person is an elector of the city *at the time of assuming office* (i.e., is a United States citizen who is 18 years of age or older and who is a resident of the city); and
- The person was a registered to vote in the city *at the time nomination papers are issued* to the person.

The policies set forth in the attached Resolution are intended to instill greater voter confidence that candidates for City elected office meet the minimum legal requirements for holding office.

The following are some of the more salient terms of the policies:

1. Compliance with Statutes Governing the Issuance of Nomination Papers: Elections Code Section 10227[1] expressly provides that it is the city elections official (i.e., the Chief Deputy City Clerk) who is responsible for doing the following at the time nomination papers are issued to person seeking nomination to office:

    - Type in the name of the candidate and the office for which he or she is a candidate;
    - Affix the election official's signature and date of signature below the printed words "Official Filing Form".

2. Confirmation of Voter Registration Status: City Clerk is required to use best efforts to confirm that each candidate is a registered voter in the City at the time nomination papers are issued to the candidate. The City Clerk is under no obligation to accept nomination papers from a candidate who is determined not to have been a registered voter at the time nomination papers are issued.

3. Request for Documents to Confirm Place of Domicile: Prior to accepting signed nomination papers for official filing, the Chief Deputy City Clerk must also request that the person seeking office present his or her California Driver License or State-issued ID and one additional piece of identification or documentation which establishes in an objectively verifiable manner that the candidate is domiciled in the City. (The full list of acceptable documents is attached to this Staff Report as **Attachment "2"**) The Chief Deputy City Clerk will then make copies of the two pieces of identification and the copies will be subject to inspection and copying by members of the public, provided, however, that any copies made available for inspection and copying will redact all personal information appearing in the document not pertinent to the issue of domicile, leaving only the candidate's El Monte address visible. Requests for copies of these documents will further redact the house or unit number from the candidate's address so as to avoid any unwarranted invasion of privacy. The Chief Deputy City Clerk will not refuse to accept otherwise acceptable set of nomination papers if a candidate declines to provide the identification/documentation requested but will prepare a statement advising that the candidate has either declined to produce the documents outright or

[1] Elections Code Section 10227 provides as follows: *"All forms required for nomination and election to all municipal offices shall be furnished only by the city elections official during regular business hours. At the time of issuance of those forms the city elections official shall type in the forms the name of the candidate and the office for which he is a candidate, shall imprint a stamp which reads "Official Filing Form," and shall affix his or her signature. At the time nomination papers are issued to a candidate, the city elections official shall imprint the date. The forms shall be distributed without charge to all candidates applying for them."*

has only produced one of the two documents. This statement will also be available for inspection ad copying.

4. Interaction with Chief Deputy City Clerk: The Resolution further provides that any person who attempts to threaten, coerce or intimidate the Chief Deputy City Clerk from performing the tasks discussed above may be referred to the Los Angeles County District Attorney's Office or other appropriate enforcement agency.

FISCAL IMPACT

Implementation of these protocols should not have any fiscal impact on the City's General Fund.

CONCLUSION

It is recommended that the City Council adopt the Resolution adopting candidate eligibility verification protocols for the Chief Deputy City Clerk.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

ATTACHMENTS

1. City Council Resolution
2. List of Acceptable Identification Documents.

DATE: July 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA ESTABLISHING CANDIDATE ELIGIBILITY PROTOCOLS IN CONNECTION WITH THE ISSUANCE AND FILING OF NOMINATION PAPERS FOR ELECTED CITY OFFICES

WHEREAS, the integrity of municipal elections is critical to the preservation of representative democracy; and

WHEREAS, it is critical that those running for elected offices of the City of El Monte ("City") meet all legally eligibility requirements, including being domiciled in the City; and

WHEREAS, the development of clearly defined protocols for verifying voter registration status and residency will help preserve the integrity of elections and reduce the likelihood for unnecessary conflict over the legitimacy of those elected to office.

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

SECTION 1. FINDINGS.

A. The City Council of the City of El Monte ("City Council") finds that there is a compelling governmental interest in ensuring that those running for elected office in the City are legally eligible to run for elected office.

B. The integrity of City elections is jeopardized if candidates who are not domiciled in the City are able to participate in City elections as such persons have little to no personal stake in the community and are violating State law.

C. El Monte voters risk of being disenfranchised when candidates not domiciled in the City qualify for the ballot through deception.

D. Even if persons not domiciled in the City are not elected to office, their presence on the ballot has the potential to skew election results further undermining the principles of representative government.

E. Requesting that candidates for office to produce basic, readily available forms of identification to corroborate their domicile status and share such information with the voting public is a very narrowly tailored means of safeguarding against the concerns raised above and does not unduly prejudice any resident of the City who is otherwise eligible to run for office.

SECTION 2. VERIFICATION PROTOCOL .

A. Application: The protocols set forth in this Resolution shall be applied to those seeking to hold the office of Mayor, City Council member, City Clerk and City Treasurer.

B. Issuance of Nomination Papers: Elections Code Section 10227 states the following:

> *"All forms required for nomination and election to all municipal offices shall be furnished only by the city elections official during regular business hours. At the time of issuance of those forms the city elections official shall type in the forms the name of the candidate and the office for which he is a candidate, shall imprint a stamp which reads "Official Filing Form," and shall affix his or her signature. At the time nomination papers are issued to a candidate, the city elections official shall imprint the date. The forms shall be distributed without charge to all candidates applying for them."*

In accordance with the foregoing, the Chief Deputy City Clerk shall insert the relevant information called for under Elections Code Section 10227 prior to issuing said document(s) to a candidate. As provided under Elections Code Section 10227 the relevant information to be inserted by the Chief Deputy City Clerk shall be as follows:

(i) The name of the candidate;
(ii) The office he or she is a candidate for;
(iii) The words "Official Filing Form", unless already pre-printed on the form;
(iv) The Chief Deputy City Clerk's signature and date below the words "Official Filing Form."

C. Verification of Voter Registration Status:

(i) *At or immediately following* the time of issuance of those forms for nomination and election to municipal office referenced under Elections Code Section 10227 *but before* the submission of nomination papers and related affidavits by a candidate for office as contemplated under Elections Code Section 10224, the Chief Deputy City Clerk shall use his or her best efforts to verify that each candidate issued nomination papers was in fact a registered voter of the City at the time nomination papers were issued to the candidate as required by Government Code Sections 34904 and 36502.

(ii) If it is determined that a candidate was not a registered voter of the City at the time nomination papers were issued to the candidate, the City Clerk shall, in writing, immediately notify the candidate of this determination and the requirement under Government Code Section 34904 and 36502 that the candidate be a registered voter at the time nomination papers are issued in order to be eligible to assume office. In order to expedite notification to the candidate, each candidate shall provide the Chief Deputy City Clerk with a telephone number and, if available, electronic mail address. Notification of ineligibility by electronic mail shall satisfy the requirement that such notice be in writing, however, the City Clerk shall also deliver notice via regular mail return receipt requested. The failure of a candidate to receive or promptly review any notice issued by the Chief Deputy City Clerk shall not operate to make the candidate eligible for candidacy. If an otherwise ineligible candidate attempts to submit nomination papers, the Chief Deputy City Clerk shall also provide a copy of the notice of ineligibility to the candidate at the time of submission.

(iii) The Chief Deputy City Clerk shall be under no obligation to accept nomination papers for a candidate who was not registered to vote in the City at the time nomination papers were issued.

D. Verification of Residency (domicile) Status: Before accepting nomination papers submitted by a candidate, the Chief Deputy City Clerk shall request that the candidate present the Chief Deputy City Clerk with the following:

(i) A valid and unexpired California Driver's License or State issued identification card in the candidate's name and with the candidate's domicile address; and

(ii) One additional piece of identification and/or documentation which establishes in an objectively verifiable manner that the candidate's place of domicile is located within the City as required under Government Code Sections 34904 and 36502 for a candidate to assume office.

For purposes of this Resolution the term "Domicile Documents" shall be a collective reference to the two pieces of identification referenced in this paragraph above. For purposes of this Resolution the term "domicile" shall have the same meaning as set forth under Elections Code Section 349(b) which reads as follows:

> *"The domicile of a person is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or*

she is absent, the person has the intention of returning. At a given time, a person may have only one domicile."

The Chief Deputy City Clerk shall make photo copies of the Domicile Documents presented to him or her and maintain the same in the Chief Deputy City Clerk's candidate files.

E. Public Inspection and Copying of Domicile Documents: Except as otherwise, provided below, the Chief Deputy City Clerk shall make copies of the Domicile Documents available for inspection and copying during the City's regular business hours. Requests to inspect a photo copy of the Domicile Documents be made by appointment and such inspection shall be conducted in the presence of the Chief Deputy City Clerk or her designee. Inspectors may not take photographs of the Residency Document copies. If any member of the public should request a photo copy of the Domicile Documents, such copies shall be made available, provided however, the street number and/or unit number of the candidate's place of domicile shall be redacted, leaving only the street name, city name and zip code visible. All other personal information shall be redacted from copies of the Domicile Documents made available for inspection or photo copying, including but not limited to references to account numbers, social security numbers, credit card numbers, financial information, medical information, and the names of persons other than the candidate.

F. Form of Domicile Documents: The second Domicile Document used to verify domicile in the City shall be one of the following documents each of which must bear the candidate's printed name and a corresponding address that matches the candidate's El Monte voter registration address:

1. A true and correct copy of a grant deed; deed of trust; or mortgage payment billing statement identifying the candidate as the grantee, the trustee or mortgagee, respectively and indicating an address or assessor parcel number that matches or corresponds the candidate's El Monte voter registration address;

2. Evidence of a homeowner's property tax exemption filed with the Los Angeles County Assessor identifying the candidate as the property owner and the subject property as the candidate's place of domicile with an address that matches the candidate's El Monte voter registration address;

3. A signed copy of an unexpired residential lease or residential rental agreement showing the candidate as the lessee or tenant and indicating a property address that matches the candidate's El Monte voter registration address;

4. A home utility bill (including telephone bill) in the candidate's name

showing a service address that matches the candidate's El Monte voter registration address;

5. A statement or like record in the candidate's name that shows an account address that matches the candidate's El Monte voter registration address that has been issued by any of the following: any state or national bank, state or federal savings association, trust companies, industrial loan companies, state or federal credit unions or any institution or entity that has issued a credit card, candidate's name no older than three months from the date of presentation;

6. A California property tax bill or statement in the candidate's name and a property address that matches the candidate's El Monte voter registration address;

7. An acceptable No Fee identification Card Eligibility Verification form DL 933 in the candidate's name and with an address that matches the candidate's El Monte voter registration address;

8. Proof of payment of resident tuition to a California public institution of higher education in the candidate's name and with a corresponding address that matches the candidate's El Monte voter registration address;

9. An employer's pay stub no older than two months identifying candidate as the employee and stating an address that matches the candidate's El Monte voter registration address;

10. Any document issued by an entity, office or authority governing over a state, county, city, municipality, district, agency, department, or any other political subdivision of the a state, or county that is typed and contains the agency name, department name, state seal or is on official letterhead that has been specifically addressed to the candidate to an address that matches the candidate's El Monte voter registration address.

G. Declining Submission of Residency Document: If a candidate declines to present the Chief Deputy City Clerk with Domicile Documents (or only presents one Domicile Document), such decision shall not operate to prevent the Chief Deputy City Clerk from accepting otherwise acceptable nomination papers from a candidate who was a registered voter of the City at the time nomination papers were issued to the candidate as required by Government Code Sections 34904 and 36502. Instead, the Chief Deputy City Clerk shall initial and date a document that states the following:

"Statement Regarding Verification of Residency Status in the City of El Monte at the Time Nomination Papers

Are Submitted.
At the time of filing nomination papers with the City Clerk's Office on _____20___, candidate,

_____ *who seeks election to the office*
(Print Candidate's Name)
of _____ at the election of November ___
(Office Sought)
2020 ***[did not present Domicile Documents to corroborate domicile in the City] or alternatively [did not present a complete set of Domicile Documents to corroborate domicile in the City]*** *as described under paragraphs C and D of Section 2 of City Council Resolution No. _____.*

Initials of Chief Deputy City Clerk: _____. Date:_____.

This statement shall be a public record of the City available for inspection and/or copying upon request.

H. Inspection During Candidate Statement Inspection Period. Copies of Domicile Documents submitted by candidates who agree to present such documents to the Chief Deputy City Clerk as well as any statements described under paragraph G of this Section for those candidates who do present Domicile Documents (or submit an incomplete set of Domicile Documents) shall also be available for inspection during the 10-day period in which candidate statements are made available for inspection as contemplated under Elections Code Section 13313.

SECTION 3. If it is suspected that any documents provided to the Chief Deputy City Clerk are forged or otherwise fraudulent, the Chief Deputy City Clerk shall confer with the City Manager and the City Attorney to determine whether the matter should be referred to the Los Angeles County District Attorney's Office, the California Attorney General's Office or other appropriate enforcement authority. **These protocols are adopted by action of the City Council and any person who attempts to threaten, coerce or intimidate the Chief Deputy City Clerk in his or her application of these protocols, as commanded by the City Council, may be referred to the Los Angeles County District Attorney's Office or other appropriate enforcement authority**.

SECTION 4. Copies of this Resolution shall be placed on the publicly-accessible front counter of the City Clerk's Office. A copy of this Resolution shall be provided to each person seeking nomination and election to municipal office. If reasonably feasible, a scanned copy of this Resolution shall also be posted on the City Clerk's internet

homepage.

SECTION 5. This Resolution shall take effect upon its 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 adjourned regular meeting of this 23rd day of June, 2020.

Andre Quintero, Mayor
City of El Monte

ATTEST:

Catherina A. Eredia, City Clerk
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, do hereby certify that the above and foregoing Resolution No. 10153 was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at an adjourned regular meeting of said City held on this 23rd day of June, 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2
LIST OF ACCEPTABLE IDENTIFICATION DOCUMENTS

The second domicile verification document used to verify domicile in the City shall be one of the following documents each of which must bear the candidate's printed name and a corresponding address that matches the candidate's El Monte voter registration address:

1. A true and correct copy of a grant deed; deed of trust; or mortgage payment billing statement identifying the candidate as the grantee, the trustee or mortgagee, respectively and indicating an address or assessor parcel number that matches or corresponds the candidate's El Monte voter registration address;

2. Evidence of a homeowner's property tax exemption filed with the Los Angeles County Assessor identifying the candidate as the property owner and the subject property as the candidate's place of domicile with an address that matches the candidate's El Monte voter registration address;

3. A signed copy of an unexpired residential lease or residential rental agreement showing the candidate as the lessee or tenant and indicating a property address that matches the candidate's El Monte voter registration address;

4. A home utility bill (including telephone bill) in the candidate's name showing a service address that matches the candidate's El Monte voter registration address;

5. A statement or like record in the candidate's name that shows an account address that matches the candidate's El Monte voter registration address that has been issued by any of the following: any state or national bank, state or federal savings association, trust companies, industrial loan companies, state or federal credit unions or any institution or entity that has issued a credit card, candidate's name no older than three months from the date of presentation;

6. A California property tax bill or statement in the candidate's name and a property address that matches the candidate's El Monte voter registration address;

7. An acceptable No Fee identification Card Eligibility Verification form DL 933 in the candidate's name and with an address that matches the candidate's El Monte voter registration address;

8. Proof of payment of resident tuition to a California public institution of higher education in the candidate's name and with a corresponding address that matches the candidate's El Monte voter registration address;

9. An employer's pay stub no older than two months identifying candidate as the employee and stating an address that matches the candidate's El Monte voter registration address;

10. Any document issued by an entity, office or authority governing over a state, county, city, municipality, district, agency, department, or any other political subdivision of the a state, or county that is typed and contains the agency name, department name, state seal or is on official letterhead that has been specifically addressed to the candidate to an address that matches the candidate's El Monte voter registration address.

CITY OF EL MONTE

CITY MANAGER'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 7, 2020

July 2, 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 OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA ADOPTING A POLICY FOR PLEDGING AND DEPLOYMENT OF CITY RESOURCES FOR SPECIAL COMMUNITY EVENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the attached Resolution establishing procedures for the pledging and deployment of City Resources for special community events.

BACKGROUND

Each year the City of El Monte ("City") is involved in one capacity or another with the planning and conduct cultural, recreational and/or charitable community events. The City's involvement may range from: (a) simply contribute funding for events organized by other public, charitable or non-profit entities; to (b) providing in kind services for the same, including making City facilities, equipment and/or personnel available for the planning and conduct of such events; to (c) working in concert with other agencies or organizations as co-organizers of an event; to (d) wholly funding and organizing an event on its own. For these so-called "Special Events," it is not uncommon or necessarily impermissible for individual members of the City Council to take a leadership role in their planning and coordination - either as duly appointed representatives of the City or in their private capacity.

Many of these Special Events have a long history in the City and are an important part of the community fabric. Nevertheless, in the interest of ensuring that City resources are used in a manner that is efficient, financially responsible, legally permissible and duly authorized, it is important that the City implement policies that clearly define how resources may be allocated and deployed for special events, particularly in this time of crisis brought on by the COVID-19 pandemic and the economic ripple effects the

pandemic is expected to have on the local and regional economy in the coming months and years. City resource can include anything from City funds (including any special funds); intellectual property of the City, including but not limited to the City logo or any other official logo or seal of the City; City staff time; City vehicles, equipment, materials and supplies; and any other asset tangible or intangible of the City of El Monte (hereinafter, collectively referred to as "City Resources").

DISCUSSION

The attached Resolution formalizes the process for pledging and deploying City Resources for Special Events so as to ensure that the pledging and deployment of such resources is efficient, financially responsible, legally permissible and duly authorized.

A. Budgeting.

Under the policy it will first be necessary for the specific Special Event in question (or at the very least the type of activities or programming it furthers) to have been allocated funding under the City's annual fiscal year budget. City Resources cannot be pledged or deployed for Special Events (or activities or programming) that were not budgeted for, without appropriate action first being taken by the City Council, acting as body, to amend the budget to allow for such allocation.

B. Authorization.

Under the policy, the fact that a Special Event (or any activities or programming it furthers) has been accounted for under the City's annual budget does not, in and of itself, constitute approval of the Special Event or authorization to pledge or deploy any specific City Resources for the event. The City's engagement in the planning and conduct of a Special Event (whether as funding sponsor or as a full-on organizer) must still be approved through appropriate channels, including the City Council.

Those requesting specific City Resources in connection with a Special Event must submit a written request for such resources to the City Manager at least 90 calendar days before the date of the Special Event or the day by which such resources must be pledged or deployed. During the 90-day window, the City Manager will determine whether the request is accounted for under the City's annual budget and whether separate review and approval by the City Council is required or review by any other subordinate commission or committee of the City. Only after a request has gone through all required levels of approval may they be pledged or deployed and even under this circumstance the resources must be pledged or deployed subject to whatever term, conditions and restrictions are set forth in the authorization.

C. Unauthorized Use of City Resources.

The policy also makes clear that the unauthorized pledging of deployment of City Resources in the service of a Special Event (in particular staff time) by City officials is prohibited. Use of staff in a manner that triggers overtime obligations on the part of the City.

FISCAL IMPACT

The policy itself imposes no impact on the City's General Fund.

CONCLUSION

It is recommended that the City Council adopt the Resolution adopting a policy for the pledging and deployment of City Resources.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

RICHARD PADILLA
Assistant City Attorney

ATTACHMENT

1. City Council Resolution

DATE: July 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA ADOPTING A POLICY FOR PLEDGING AND DEPLOYMENT OF CITY RESOURCES FOR SPECIAL COMMUNITY EVENTS

WHEREAS, it is important that resources of the City of El Monte be pledged and deployed in an efficient, fiscally responsible, legally compliant and duly authorized manner; and

WHEREAS, it is particularly important that such resources be pledged and deployed problem in connection with the various special community events held in the City in which the City is either a financial sponsor or a full-on organizer and promoter.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. FINDINGS: The City Council finds as follows:

A. Each year the City of El Monte ("City") is involved in one capacity or another with the planning and conduct cultural, recreational and/or charitable community events. The City's involvement may range from: (a) simply contributing funding for events organized by other public, charitable or non-profit entities; to (b) providing in kind services for the same, including making City facilities, equipment and/or personnel available for the planning and conduct of such events; to (c) working in concert with other agencies or organizations as co-organizers of an event; to (d) wholly funding and organizing an event on its own. For purposes of this Resolution, the capitalized term "Special Event" shall refer to any of the types of community events described in this paragraph regardless of the City's manner of involvement described above.

B. It is not uncommon or necessarily impermissible for individual members of the City Council to take a leadership role in the planning and coordination of certain special events either as duly appointed representatives of the City or in their private capacity.

C. The City Council also acknowledges that many special events conducted in the City have a long history; are an important part of the community fabric; and add cultural richness and/or economic/societal benefit to the El Monte community as a whole.

D. Nevertheless, in the interest of ensuring that City resources are used in a manner that is efficient, financially responsible, legally permissible and duly authorized, it is important that the City implement policies that clearly define how resources may be allocated and deployed for special events, particularly in this time of crisis brought on by the COVID-19 pandemic and the economic ripple effects the pandemic is expected to have on the local and regional economy in the coming months and years. For purposes of this Resolution, the capitalized term "City Resources" includes, but is not limited to: City funds (including any special funds); intellectual property of the City, including but not limited to the City logo or any other official logo or seal of the City; City staff time; City vehicles, equipment, materials and supplies; and any other asset tangible or intangible of the City of El Monte.

SECTION 3. SPECIAL EVENT POLICY.

A. Budgeting: City Resources may not be pledged or deployed in the service of a Special Event unless: (i) Special Event itself and the budget for the Special Event has been approved as part of the City's approved annual fiscal year budget; or (ii) the activities or programs that make up the Special Event are of a type for which the use of certain City Resources is reasonable authorized under the City's approved annual fiscal year budget. Any request for the pledge or deployment of City Resources, including any request that is not authorized or otherwise accounted for under the City's annual fiscal year budget must be submitted to the City Manager for review and consideration and, if necessary, submitted to the City Council for approval.

B. Authorization: Notwithstanding paragraph A, above, City Resources may not be pledged or deployed in the service of a Special Event (including a Special Event specifically accounted for under the annual fiscal year budget) unless all three of the following conditions have first been satisfied:

(i) The City Manager has been provided written notice of the request at least ninety (90) calendar days prior to the date(s) of the Special Event or any other day by which the City Resources must be pledged or deployed in or in part. Such request shall, at a minimum, describe the name of the Special Event, if any, as well as the nature and purpose of the Special Event; what City Resources are requested; and the date(s) and time(s) such resources must be pledged or deployed. Following the submission of the request the City Manager in consultation with the Finance Director, will determine if the Special Event in question is one that may be properly considered budgeted for under the City's annual fiscal year budget. The City Manager will also evaluate what additional approvals, if any, may be required to authorize the pledge or deployment of the City Resources requested and whether such resources may reasonably be pledged or deployed for the time

requested given the City's financial condition and other competing City priorities.

(ii) The pledge or deployment of City Resources for the specific Special Event has been approved by action of the City Council or in compliance with a City Council approved policies (including policies requiring prior review or approval by any City commission or any standing or *ad hoc* committee of the City Council with oversight over the City Resources to be pledged or deployed).

(iii) An event budget and other terms and conditions for the use of City Resources for the Special Event in question has been approved by the City Council or in compliance with any City Council approved policies (including policies requiring prior review or approval by any City commission or any standing or ad hoc committee of the City Council with oversight over the City Resources to be pledged or deployed). The budgeted sums and all other terms and conditions for the pledge or deployment of City Resource shall be stated in writing signed by the City Manager.

C. Prohibition Against the Unauthorized Pledge or Deployment of City Resources by City Officials. Individual City Officials seeking the pledge or deployment of City Resources for any specific Special Event shall comply with the procedures outlined, above. Except as otherwise authorized by the City Council or the City Manager, following compliance with the procedures stated above, City Officials shall also refrain from diverting City employees from their assigned day-to-day work tasks and job responsibilities to assist with, or otherwise participate in, any Special Event where the use of such employees for such purpose is not part of any authorization arising out of the procedures set forth above. City Officials shall also refrain from directing City employees to work in such a manner as to trigger overtime obligations on the part of the City, unless such overtime has been approved as part of the general approval for pledging or deploying City Resources for the Special Event in question. For purpose of this Resolution, the term "City Official" means all members of the City Council (including the Mayor), the elected City Clerk and the elected City Treasurer.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and the Policy thereupon the same shall take effect and be in full force.

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

_____
Andre Quintero, Mayor
City of El Monte

ATTEST:

_____
Catherina A. Eredia, City Clerk
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, do hereby certify that the above and foregoing Resolution No. _____ was passed, approved, and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at an adjourned regular meeting of said City held on this _____ day of _____, 2020, and that said Resolution 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

CITY COUNCIL MEETING OF JULY 7, 2020

July 2, 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 JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AND ANY ADDITIONAL POTENTIAL STAKEHOLDERS URGING THE BOARD OF TRUSTEES OF THE RIO HONDO COMMUNITY COLLEGE DISTRICT TO IMMEDIATELY CALL FOR AN ELECTION TO FILL THE BOARD SEAT VACATED BY TRUSTEE NORMA EDITH GARCIA AND TO FORGO FILLING THE SEAT BY APPOINTMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the attached Joint Resolution urging the Board of Trustees of the Rio Hondo Community College District to call for an immediate election to fill the board seat vacated by Trustee Norma Edith Garcia and forgo filling the seat by appointment.

BACKGROUND

Norma Edith Garcia ("Board Member Garcia") has served as a member of the Board of Trustees of the Rio Hondo Community College District ("Board") since December 2009. Board Member Garcia voluntarily vacated her seat on the Board as the member representing Trustee Area 1 effective July 8, 2020 at 11:59pm. Trustee Area 1 primarily encompasses the jurisdiction of the City of El Monte ("City") and multiple other stakeholder agencies whose jurisdiction overlaps with the City of El Monte ("Stakeholder Agencies").

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of El Monte, the Stakeholder Agencies and the communities they serve have a vital interest in seeing that the Trustee Area 1 Board seat is held by someone who truly understands the community's needs, priorities, vision, and values as well as someone who can serve as an effective advocate for the community's interests. As the November 3, 2020 statewide election is less than four months away, the public interest is best served by allowing the voters of Trustee Area 1 to select Board Member Garcia's successor. At this time, the Board must make the decision between filling the vacancy to Board Member Garcia's Board seat by election or by appointment. The City of El Monte and the Stakeholder Agencies have a responsibility to urge the Board to fill the seat by election as opposed to appointment. The attached Resolution, styled as a Joint Resolution that can be approved by any of the other Stakeholder Agencies, accomplishes this.

CONCLUSION

It is recommended that the City Council adopt the Joint Resolution between the City of El Monte, and potentially other Stakeholder Agencies, urging the Board of Trustees of the Rio Hondo Community College District to immediately call for an election to fill the board seat vacated by trustee Norma Edith Garcia and forgo filling the seat by appointment.

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

ATTACHMENT:

1. City Council Resolution

DATE: July 7, 2020
PRESENTED TO EL MONTE CITY COUNCIL
☐ APPROVED ☐ DENIED ☐ PULLED ☐ RECEIVE AND FILE ☐ CONTINUED
☐ REFERRED TO
CHIEF DEPUTY CITY CLERK

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA AND _____ URGING THE BOARD OF TRUSTEES OF THE RIO HONDO COMMUNITY COLLEGE DISTRICT TO IMMEDIATELY CALL FOR AN ELECTION TO FILL THE BOARD SEAT VACATED BY TRUSTEE NORMA EDITH GARCIA AND TO FORGO FILLING THE SEAT BY APPOINTMENT

WHEREAS, Norma Edith Garcia ("Board Member Garcia") has served as a member of the Board of Trustees ("Board") of the Rio Hondo Community College District ("District") since December 2009; and

WHEREAS, Board Member Garcia voluntarily vacated her seat as the Board member representing Trustee Area 1 effective July 8, 2020 at 11:59pm; and

WHEREAS, Trustee Area 1 primarily encompasses the jurisdiction of the City of El Monte, the _____ and the _____(collectively, the "Stakeholder Agencies"); and

WHEREAS, the Stakeholder Agencies and the community they serve have a vital interest in seeing that the Trustee Area 1 Board seat is held by someone who truly understands the community's needs, priorities, vision and values as well as someone who can serve as an effective advocate for the community's interests; and

WHEREAS, the Board must now choose between filling the vacancy to Board Member Garcia's Board seat by election or by appointment; and

WHEREAS, with November 3, 2020 Statewide election less than four months away, the public interest is best served by allowing the voters of Trustee Area 1 to select Board Member Garcia's successor.

NOW, THEREFORE, THE STAKEHOLDER AGENCIES hereby resolve as follows:

SECTION 1. Stakeholder Agencies strongly urge the Board of Trustees of the Rio Hondo Community College District to immediately call for an election to fill the Trustee Area 1 Board seat vacated by Board Member Garcia and forego filling the same by appointment.

SECTION 2. This Resolution has been approved by the governing legislative bodies of the various Stakeholder Agencies and shall take effect upon the date the last of the Stakeholder Agencies approves this Resolution. The City Clerk for the City of El Monte and the Secretary for the various school districts shall certify the adoption of this Joint Resolution.

SECTION 3. Each Stakeholder agency shall cause a copy of this Resolution to be submitted to the Rio Hondo Community College District Board of Trustees along with any additional written statement the Stakeholder Agency may wish to submit.

PASSED, APPROVED, AND ADOPTED as follows:

1. By the City Council of the City of El Monte at its meeting of _____ 2020

   YES

   NO

   ABSTAIN

   ABSENT

2. By the _____ at its meeting of _____ 2020; and

   YES

   NO

   ABSTAIN

   ABSENT

3. By the _____ at its meeting of _____ 2020.

Date:_____ FOR THE CITY OF EL MONTE

By:_____
Andre Quintero, Mayor

ATTEST:_____

Date:_____ FOR _____

By:_____

ATTEST:_____

Date:_____ FOR _____

By:_____

ATTEST:_____

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 _____ 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
City of El Monte