

AGENDA

ROLL CALL:

Mayor/Chairman/President:

Andrew C. Lara

Mayor Pro Tempore/Vice Chairman/Vice President:

John R. Garcia

Councilmembers/Directors/Commissioners:

Gustavo V. Camacho

Erik Lutz

Dr. Monica Sanchez

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera *Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

Tuesday, February 13, 2024

Regular Meeting 6:00 p.m. Council Chamber

6615 Passons Boulevard Next Resolution No. 7313 Next Ordinance No. 1181 Next Agreement No. 24-2277 Successor Agency to PRRA

Next Resolution No. SA-24-29 Next Ordinance No. SA-01 Next Agreement No. S24-006

Housing Assistance Agency Next Resolution No. HA-108

Next Ordinance No. HA-16
Water Authority

Next Resolution No. 24-37 Next Ordinance No. 24-01 Next Agreement No. 24-77

Public Financing Authority Next Resolution No. PFA-24-13

COMMISSIONERS SCHEDULED TO BE PRESENT:

Tommy Elisaldez, Planning Commission Paul Camacho, Veterans Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION(S):

- Certificate of Recognition Jr. Pee Wee Team Champions
- Certificate of Recognition Boys and Girls Club of Whittier Youth of the Year and Finalists
- Presentation Whittier Dam Update by the Army Corp. of Engineers

PLEASE TURN OFF OR SILENCE CELL PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours' notice).

^{*}Commissioners receive a \$30.00 stipend per each meeting held and attended.

PUBLIC HEARING:

City Council:

- 1. Public Hearing Urgency Ordinance No. 1172 One Year Extension per Government Code Section 65858 Placing a Moratorium on Specified Uses in the Commercial General (C-G) and Commercial Planned Development (CPD) Zone.
 - a) Open public hearing
 - b) Memo from City Manager
 - c) Written Communications
 - d) Oral Communications
 - e) Close public hearing
 - f) Recommendation:
 - Adopt by four-fifths (4/5) vote, an ordinance for one (1) year, extending Ordinance No. 1172 prohibiting specified uses in the Commercial General (C-G) and Commercial Planned Development (CPD); and
 - 2. Determine that the urgency ordinance is exempt from the California Environmental Quality Act.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, EXTENDING URGENCY ORDINANCE NO. 1172 FOR A PERIOD OF ONE (1) YEAR PROHIBITING ANY NEW AUTOMOBILE LEASING AND RENTING, AUTOMOBILE PARTS AND OFFICE, DISCOUNT CLOTHING AND SHOE STORE (WAREHOUSE), DOLLAR STORE, DRUG STORE, PICTURE FRAMES AND FRAMING, BARBERSHOPS AND BEAUTY SALONS, NAIL SALON, CELL PHONE REPAIR, TATTOO SHOPS, AND PARTY RENTAL STORES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONE

PUBLIC COMMENTS:

IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: 1) respond briefly to statements made or questions posed by the public; 2) ask a question for clarification; 3) provide a reference to staff or other resources for factual information; 4) request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and 5) direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

CONSENT CALENDAR:

City Council:

2. Minutes:

City Council regular meeting January 23, 2024

Recommendation: Approve

3. 10th Warrant Register for the 2023-2024 Fiscal Year.

(700)

Check Numbers: 293712-293864 Special Check Numbers: None **Recommendation**: Approve

4. Approve a Resolution Establishing Job Classifications for the Full-Time Street Maintenance Supervisor, Senior Engineer, Budget and Financial Analyst, Senior Human Resources Technician and Human Resources Coordinator. (200)

Recommendation:

 Approve a resolution establishing job classifications for the Street Maintenance Supervisor, Senior Engineer, Budget and Financial Analyst, Senior Human Resources Technician, and Human Resources Coordinator.

Resolution No._____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ESTABLISHING JOB CLASSIFICATIONS FOR THE FULL-TIME STREET MAINTENANCE SUPERVISOR, SENIOR ENGINEER, BUDGET AND FINANCIAL ANALYST, SENIOR HUMAN RESOURCES TECHNICIAN AND HUMAN RESOURCES COORDINATOR

- 5. Approve a Resolution Accepting Grant Funds from the State of California Natural Resources Agency CIP No. 50068. (700)

 Recommendation:
 - 1. Approve a resolution accepting grant funding for the Alebrije Dog Park Project through the State of California Natural Resources Agency;
 - 2. Amend the fiscal year (FY) 2023-24 Adopted Budget by increasing \$1,000,000 in Revenue Account No. 699.00.00-45000-CIP.50068 (Miscellaneous State Grants) and appropriate \$1,000,000 in Expenditure Account No. 699.70.7300-54500-CIP.50068 for the Alebrije Dog Park Project through the State of California Natural Resources Agency; and
 - 3. Authorize the City Manager or his designee to execute all related grant documents.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR THE ALEBRIJE DOG PARK

6. Accept Grant Funds from the U.S. Department of Energy – Energy Efficiency and Conservation Block Grant and Approve Amendment No. 1 to Agreement No. 23-2206 with Cascadia Consulting Group, Inc. for the Climate Action Plan (Non-CIP No. 6770).

(500)

Recommendation:

- 1. Approve a resolution accepting grant funds from the United States Department of Energy, Energy Efficiency and Conservation Block Grant for the Climate Action Plan (Non-CIP No. 6770);
- Amend the fiscal year (FY) 2023-24 Miscellaneous Federal Grants Fund (Fund 698) by increasing revenues and expenditures by \$120,010 to GL Account No. 698.11.1111.44800 (Miscellaneous Federal Grant) and to GL Account No. 698.11.1111-54500-6770 (Contracted Services), respectively;
- 3. Approve Amendment No. 1, in a form approved by the City Attorney to Agreement No. 23-2206 with Cascadia Consulting Group, Inc. in the amount not-to-exceed \$160,075 to develop Phase II of the Climate Action Plan;
- Amend the FY 2023-24 Strategic Goals CED Fund (Fund 180) transferring \$40,000 from GL Account No. 180.98.9800-56900 (Transfer Out) to 100.11.1111-54500-6770 (Contracted Services); and
- 5. Authorize the City Manager to execute the amendment and all necessary grant fund-related documents.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ACCEPTING GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF ENERGY, ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT, CLIMATE ACTION PLAN

Agreement No. 23-2206-1

7. Mines Avenue Storm Drain Improvements Project (CIP No. 50114) – Award of Construction Contract. (500) Recommendation:

- Award a Construction Contract, in a form approved by the City Attorney under the City's piggyback purchasing procurement procedures for an amount not-to-exceed \$131,147 to Vortex Services, LLC for the Mines Avenue Storm Drain Improvements Project, CIP No. 50114, and authorize the City Manager to execute the contract;
- 2. Authorize the City Manager or designee to process change orders, as needed, in an amount not-to-exceed \$19,700 (approximately 15% of the total contract amount) for construction contingency;
- 3. Amend the fiscal year (FY) 2023-24 Adopted Budget by appropriating \$230,000 in Measure W Funds (Fund 209) to Account No. 209.70.7300-54500-50114; and

8.

9.

4.	Approve the Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder, in accordance with the California Environmental Quality Act.
	Agreement No
Servi	d of Professional Services Agreement to Brightview Landscape ces, Inc. for Landscape Maintenance Services. (500) mmendation:
	Award a Professional Services Agreement to BrightView Landscape Services Inc., to provide landscape maintenance services for City-owned parks, facilities, parkways, and center medians for an annual amount of approximately \$348,240 and a not-to-exceed \$696,472 for a term of two (2) years, and with a month-to-month option, not-to-exceed one year;
2.	Authorize the City Manager or designee to process change orders in an amount not-to-exceed 10% of the total agreement, as needed, up to \$69,648 for contingency purposes; and
3.	Authorize the City Manager to execute the agreement in a form approved by the City Attorney, including any amendments to exercise the one-year extension at the same monthly cost.
	Agreement No
Emer	Course Fire Damage Repair Project (CIP No. F21345) – Award of gency Contract. (500)
Emerg Reco	gency Contract. (500) mmendation: Approve the plans and specifications for the Golf Course Fire Damage
Emerg Recoi	gency Contract. (500) mmendation: Approve the plans and specifications for the Golf Course Fire Damage Repair Project (CIP No. F21345); Award a Construction Contract for a not-to-exceed amount of \$669,712 to Restoration Management Company for the Golf Course Fire Damage Repair Project (CIP No. F21345) and execute the contract in a form approved by
Emery Recoi 1.	gency Contract. mmendation: Approve the plans and specifications for the Golf Course Fire Damage Repair Project (CIP No. F21345); Award a Construction Contract for a not-to-exceed amount of \$669,712 to Restoration Management Company for the Golf Course Fire Damage Repair Project (CIP No. F21345) and execute the contract in a form approved by the City Attorney; Approve an additional appropriation of \$33,452 from Fund 100 (General Fund) Undesignated Fund Balance GL Account No. 100.98.9800-56900 (Transfer Out) transferring to Fund 570 (Golf Course) GL Account No. 570.00.0000-47900 (Transfer In) and appropriate to GL Account No.
Emery Recoil 1. 2.	mmendation: Approve the plans and specifications for the Golf Course Fire Damage Repair Project (CIP No. F21345); Award a Construction Contract for a not-to-exceed amount of \$669,712 to Restoration Management Company for the Golf Course Fire Damage Repair Project (CIP No. F21345) and execute the contract in a form approved by the City Attorney; Approve an additional appropriation of \$33,452 from Fund 100 (General Fund) Undesignated Fund Balance GL Account No. 100.98.9800-56900 (Transfer Out) transferring to Fund 570 (Golf Course) GL Account No. 570.00.0000-47900 (Transfer In) and appropriate to GL Account No. 570.16.1620-54500-F21345 (Contracted Services); Authorize the City Manager or his designee to process change orders, as needed, in an amount not-to-exceed \$67,000 (approximately 10% of the total
Emery Recoil 1. 2. 3.	mmendation: Approve the plans and specifications for the Golf Course Fire Damage Repair Project (CIP No. F21345); Award a Construction Contract for a not-to-exceed amount of \$669,712 to Restoration Management Company for the Golf Course Fire Damage Repair Project (CIP No. F21345) and execute the contract in a form approved by the City Attorney; Approve an additional appropriation of \$33,452 from Fund 100 (General Fund) Undesignated Fund Balance GL Account No. 100.98.9800-56900 (Transfer Out) transferring to Fund 570 (Golf Course) GL Account No. 570.00.0000-47900 (Transfer In) and appropriate to GL Account No. 570.16.1620-54500-F21345 (Contracted Services); Authorize the City Manager or his designee to process change orders, as

10. Purchase of a Pre-Engineered Multipurpose Aquatics Building for the Smith Park Aquatic Center Project (CIP No. 50043). (500)
Recommendation:

- Approve a Professional Services Agreement, in a form approved by the City Attorney with Romtec, Inc. (Romtec) for the purchase of one (1) Romtec Multipurpose Restroom/Shower/Storage/Pool Mechanical/Maintenance Control Building in the amount of \$539,222;
- 2. Award a contract to Romtec through Sourcewell, Contract No. 081721-RMT; and
- 3. Authorize the City Manager to execute all agreements and documents related to the purchase of the recommended prefabricated restroom structure.

Agreement	No.		

- 11. Approve the CivicBuys Cooperative Purchasing Program Partnership Agreement with The Foundation for California Community Colleges. (500) Recommendation:
 - 1. Authorize the City Manager to enter into a Partnership Agreement with The Foundation of Community Colleges of California in a form approved by the City Attorney.

Agreement No.	
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12. On-Call Plan Check Engineering Services – Award Professional Services Agreements. (500)

Recommendation:

- 1. Award a Professional Services Agreement, in a form approved by the City Attorney, for a term of five (5) years in the total amount not-to-exceed \$250,000 to NV5, Inc. to provide on-call plan check engineering services;
- Award a Professional Services Agreement, in a form approved by the City Attorney, for a term of five (5) years in the total amount not-to-exceed \$250,000 to John L. Hunter and Associates to provide on-call plan check engineering services;
- 3. Award a Professional Services Agreement, in a form approved by the City Attorney, for a term of five (5) years in the total amount not-to-exceed \$125,000 to TKM Engineering to provide on-call plan check engineering services; and
- Award a Professional Services Agreement, in a form approved by the City Attorney, for a term of five (5) years in the total amount not-to-exceed \$125,000 to TKE Engineering, Inc. to provide on-call plan check engineering services;

Agreement No	Agreement No	Agreement No	
		_	
Agreement No			

13. Budget Calendar – Year Two of Fiscal Year 2023-25 Biennial Budget for Fiscal Year 2024-25. (700)

Recommendation:

1. Receive and file the fiscal year 2024-25 Budget Development Calendar.

Water Authority:

14. Minutes:

Water Authority regular meeting January 23, 2024

Recommendation: Approve

- 15. Award a Professional Services Agreement to United Water Works Inc. for General Water Inventory Supplies. (500)

 Recommendation:
 - 1. Award a Professional Services Agreement, in a form approved by the General Counsel, to United Water Works Inc., to provide the purchase and acquisition of general water inventory supplies for an annual amount of \$250,000 and a not-to-exceed \$500,000 for a two (2) year term; and
 - 2. Authorize the Public Works Director to process change orders in an amount not-to-exceed 10% of the total agreement amount, up to \$50,000 for emergency unforeseen contingencies.

Agreement No

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

REGULAR AGENDA:

- 16. Annual Comprehensive Financial Report, Fiscal Year Ending June 30, 2023, and Fiscal Year 2022-23 General Fund Year-End Results. (700) Recommendation:
 - Receive and file the Annual Comprehensive Financial Report, fiscal year (FY) ending June 30, 2023;
 - 2. Approve Budget Transfers that allocate the FY 2022-23 Unassigned General Fund Balance of \$202,840, and;
 - 3. Approve a General Fund allocating the remaining FY 2022-23 Unassigned General Fund Balance of \$4,089,702 towards vehicle purchases, the Smith Park Turf Replacement, and Measure AB Revenue Replacement.
- 17. Fiscal Year 2023-24 City of Pico Rivera Mid-Year Budget Report as of December 31, 2023. (700)

 Recommendation:
 - 1. Receive and file the Mid-Year Budget Report ending December 31, 2023, which represents the balances and activity for the first and second quarters (July through December) of the 2023-24 fiscal year; and
 - 2. Approve Budget Adjustments amending the fiscal year (FY) 2023-24 Adopted Budget for the General Fund and Other Funds.

CITY MANAGER/STAFF REPORTS

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS)

CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Pico Water District vs. City of Pico Rivera
Los Angeles County Superior Court Case No. 22NWCV00967

b. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(4) Initiation of litigation – One Matter

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Cynthia Ayala, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 8th, day of February 2024.

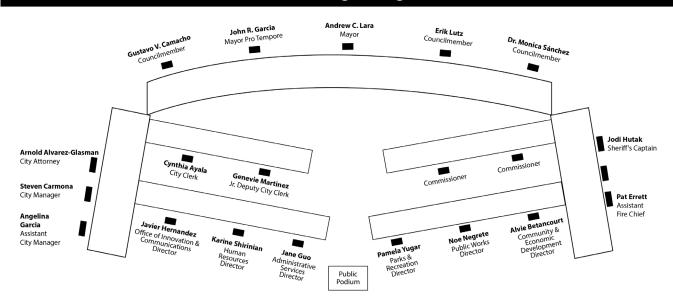
Dated this 8th, day of February 2024.

Cynthia Ayala, CMC City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the City's website.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.
- A **yellow** Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A green Public Comment Request Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.
- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a <u>maximum of three minutes</u>. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).





CITY COUNCIL

To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: PUBLIC HEARING – URGENCY ORDINANCE NO. 1172 –

ONE YEAR EXTENSION PER GOVERNMENT CODE SECTION 65858 PLACING A MORATORIUM ON SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL PLANNED DEVELOPMENT (CPD)

ZONE

Recommendation:

1. Adopt by four-fifths (4/5) vote, an ordinance for one (1) year, extending Ordinance No. 1172 prohibiting specified uses in the Commercial General (C-G) and Commercial Planned Development (CPD); and

2. Determine that the urgency ordinance is exempt from the California Environmental Quality Act.

Fiscal Impact:

There is no fiscal impact to the General Fund associated with the adoption of the urgency ordinance.

Background:

On April 25, 2023, the City Council of the City of Pico Rivera (City) adopted Urgency Ordinance No. 1169 establishing a 45-day moratorium on any new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, pet shop and grooming, picture frames and framing, barbershops and beauty salons, nail salon, cell phone repair, tattoo shops, and party rental stores in the Commercial General (C-G) and Commercial Planned Development (CPD) zone. On May 31, 2023, the City Council adopted Urgency Ordinance No. 1172 extending the moratorium to 10 months 15 days per Government Code Section 65858. The purpose of the moratorium was to allot City staff time to conduct research, determine the impacts to the community and mitigate the

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
PUBLIC HEARING – URGENCY ORDINANCE NO. 1172 – ONE YEAR EXTENSION
PER GOVERNMENT CODE SECTION 65858 PLACING A MORATORIUM ON
SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL
PLANNED DEVELOPMENT (CPD) ZONE
Page 2 of 4

impacts caused by the subject uses. Urgency Ordinance No. 1172 will expire on March 11, 2024, therefore, staff is requesting a one (1) year extension per Government Code Section 65858, to allot City staff to continue to conduct research. The extension will also allow staff to better determine the impacts the moratorium has had on the business community since it took effect approximately one year ago and propose flexible options that would mutually protect the City and business owners. Additional extensions would not be permitted per the state government code, and staff will determine the best course of action to take via a formal ordinance adoption making final recommendations to the City Council.

Discussion:

The subject uses are considered by staff as low performing and cause unintended consequences that may have detrimental effects to the community. There are ongoing inquiries into the establishment of the uses and a moratorium is necessary to allot time to study further. In addition, there are detrimental effects to neighborhoods including maintenance of property, over proliferation, circulation, security, maintenance, noise, and possible economic impacts.

During the year that the ordinance has been in effect, staff has evaluated the effects that the moratorium has had on the community. Staff has the ability to amend the Urgency Ordinance to be less restrictive, but they are unable to introduce new uses or make the ordinance more intensive.

The following are the recommendations from staff to amend the moratorium:

- 1) Remove pet shops and pet grooming as this has been identified as a use that does not cause impacts to the community and generally fills in empty commercial uses that are compatible with other retail uses.
- 2) Clarify that change in ownership is allowable subject that the existing square footage is not increased, and the establishment not ceased commercial operations to the public for more than 6 months or has not been vacant for more than six months.

For purposes of the urgency ordinance, the following uses shall have the following general and ordinary meaning, commonly associated with its use:

a) Medical Office - a place for the practice of physiotherapy or medical, dental, optical, psychoanalytical, osteopathic, or chiropractic professions of over 1,000

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
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SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL
PLANNED DEVELOPMENT (CPD) ZONE
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square feet.

- b) Shoe Store (Warehouse) establishments engaged in the sale of footwear, including athletic footwear.
- c) Discount Clothing Store a retail store that sells products at prices lower than those by traditional retail outlets of over 1,000 square feet.
- d) Dollar Store a store that sells inexpensive items priced usually at a dollar or a few dollars.
- e) Party Rental a retail store that provides tables, chairs, tents, linens, decorations, and other miscellaneous supplies for various indoor and outdoor events such as parties for birthdays, retirements, and graduations of over 1,000 square feet.
- f) Cell Phone Repair Shop a business that primarily repairs and maintains cell phones and cell phone cases.
- g) Tattoo Shops any place or establishment where tattooing or body piercing is made available.
- h) Nail Salons any commercial establishment where nail care is offered or practiced on a regular basis for compensation.
- i) Automobile Insurance business any business that provides automobile policy insurance.

Since May 31, 2023, staff continued to work on the following:

- 1. Studying the unintended consequences of the ordinance and its effect on commercial vacancy rates.
- 2. Studying the unintended consequences of the ordinance and its effect on the ability of property owners to lease small spaces that would otherwise remain vacant.
- 3. Crafting a revised moratorium that eliminates land uses that were prohibited under the existing moratorium that have been studied and found not to have negative impacts on the community.
- 4. Analyzing all impacts of the existing land uses including the detrimental effects of traffic, circulation, security and noise, etc.
- 5. Creating a list of interested parties, stakeholders, and residents to engage in the community input process by way of community meetings and City study sessions.
- 6. Initiated meetings with staff from the City's Building and Code Enforcement Division to review the impacts of the interim ordinance and future potential development standards.
- 7. Reviewing regulations in surrounding cities to determine adopted codes, taxes and fees implemented and the impacts on their respective communities.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
PUBLIC HEARING – URGENCY ORDINANCE NO. 1172 – ONE YEAR EXTENSION
PER GOVERNMENT CODE SECTION 65858 PLACING A MORATORIUM ON
SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL
PLANNED DEVELOPMENT (CPD) ZONE
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- 8. Study the impacts of the specified uses in commercial versus industrial zones where traffic circulation impacts may be minimized.
- 9. Reviewing the City's General Plan to determine whether the specified land uses are consistent with the General Plan's adopted goals and policies.

Environmental Analysis:

This urgency ordinance is not subject to CEQA under the general rule set forth in Section 15061(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment. For the reasons set forth in subparagraphs (a) and (b) above, it can be seen with certainty that there is no possibility that this urgent ordinance will have a significant effect on the environment. The urgency ordinance is also categorically exempt for CEQA under Section 15308 of the CEQA Guidelines as it is a regulatory action taken by the City pursuant to its police power and, according with Government Code Section 65858, to assure the maintenance and protection of the environment and adoption of contemplated local legislation, regulation, and policies.

Conclusion:

Staff recommends that the City Council adopts an ordinance extending Urgency Ordinance No. 1172 one (1) year per Government Code Section 65858. If approved, Urgency Ordinance No. 1172 would expire on March 11, 2025, unless terminated or superseded by the adoption of new zoning regulations. Additional extensions are not permitted per Government Code Section 65858. Prior to the expiration date, staff will provide the City Council findings of the moratorium as well as their final recommendations.

Steve Carmona

SC:AB:JG:ji

Enclosures: 1) Urgency Ordinance (Extension)

2) Urgency Ordinance No. 1172

3) Public Notice

URGENCY ORDINANCE NO. ____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, EXTENDING URGENCY ORDINANCE NO. 1172 FOR A PERIOD OF ONE (1) YEAR PROHIBITING ANY NEW AUTOMOBILE LEASING AND RENTING, AUTOMOBILE PARTS AND ACCESSORY, AUTOMOBILE INSURANCE, MEDICAL AND DENTAL OFFICE, DISCOUNT CLOTHING AND SHOE STORE (WAREHOUSE), DOLLAR STORE, DRUG STORE, PICTURE FRAMES AND FRAMING, BARBERSHOPS AND BEAUTY SALONS, NAIL SALON, CELL PHONE REPAIR, TATTOO SHOPS, AND PARTY RENTAL STORES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONE.

WHEREAS, Article XI, Section 7 of the California Constitution authorizes the City to make and enforce laws within its limits all local, police, sanitary, and other ordinances, and regulations not in conflict with general laws; and

WHEREAS, without well-planned neighborhoods and commercial corridors, sections of the City can quickly deteriorate, with consequences to social, environmental and economic value; and

WHEREAS, the City desires to create guidelines and/or development standards for subject specified commercial land uses to better incorporate such uses within the community; and

WHEREAS, the city requires additional time to properly assess the number of and repercussions associated with having an over-proliferation of specified commercial uses; and

WHEREAS, there are certain commercial land uses in the Commercial-General (C-G) and Commercial Planned Development (CPD) zone within Chapter 18.40, *Land Use Regulations*, of the Pico Rivera Municipal Code that are considered low performing commercial uses that may have negative consequences to the surrounding community and do not require an entitlement and are allowed by-right; and

WHEREAS, there is an immediate thereat to the public health, safety and welfare of the community as the subject establishments locate in the City without proper regulations in place, and, absent the adopting of this extension of Interim Urgency Ordinance, it is likely that the establishment or operation of the subject uses without appropriate controls in place to regulate their impacts on the community will result in harmful effects to businesses, property owners and resident so the City; and

WHEREAS, on April 25, 2023, the City Council placed a 45-day moratorium (Urgency Ordinance No. 1169) prohibiting any new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, pet shop &

URGENCY ORDINANCE NO.	
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grooming, picture frames and framing, barbershops and beauty salons, nail salon, cell phone repair, tattoo shops, and party rental in the Commercial General (C-G) and Commercial Planned Development (CPD) zone; and

- **WHEREAS**, on May 9, 2023, the City Council received and filed a report per Government Code Section 65858 (d), describing the measures taken to alleviate the condition which led to the adoption of the moratorium; and
- **WHEREAS**, on May 12, 2023, a public notice was published in Los Cerritos News describing the City's intent to extend the existing moratorium; and
- **WHEREAS**, On May 31, 2023, the City Council approved a 10-month 15-day extension via Urgency Ordinance No. 1172 per Government Code Section 65858; and
- **WHEREAS**, the City continues to receive inquiries and permit applications from prospective businesses interested in the above referenced use; and
- **WHEREAS**, on January 23, 2024, the City Council received and filed a report per Government Code Section 65858 (d), describing the measures taken to alleviate the condition which led to the adoption of the moratorium; and
- **WHEREAS**, it has been determined to make clarifications and deletions of specific land use categories that were deemed not to have a signification impact on the City; and
- **WHEREAS**, on February 2, 2024, a public notice was published in Los Cerritos News describing the City's intent to extend the existing moratorium; and
- **WHEREAS**, if adopted Urgency Ordinance No. ____ will be in effect for one (1) year and shall expire on March 11, 2025, unless further extended.
- **NOW, THEREFORE BE IT ORDAINED,** by the City Council of the City of Pico Rivera as follows:
- **SECTION 1**. The recitals above are true and correct and incorporated herein as part of the findings.
- **SECTION 2.** This urgency ordinance is exempt from California Environmental Quality Act (CEQA) Guidelines based on the following findings:
 - a) This urgency ordinance is not a project within the meaning of Section 15061 (b) (3) of the CEQA Guidelines because it has no potential of resulting in a physical change in the environment, directly or indirectly, by preserving the status quo. This urgency ordinance in no way authorizes or approves any specific project within the City.

- b) This urgency ordinance is categorically exempt for CEQA under Section 15308 of the CEQA Guidelines as it is a regulatory action taken by the City pursuant to its police power and according with Government Code Section 65858, to assure maintenance and protection of the environment and adoption of contemplated local legislation, regulation and policies.
- c) This urgency ordinance is not subject to CEQA under the general rule set forth in Section 15061(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment. For the reasons set forth in subparagraphs (1) and (2) above, it can be seen with certainty that there is no possibility that this urgency ordinance will have a significant effect on the environment.

<u>SECTION 3.</u> In accordance with the authority granted pursuant to Government Code Section 65858, from and after the effective date of this urgency ordinance, no person, partnership, corporation, or other entity shall commence a new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, picture frames and framing, barbershops and beauty salons, nail salon, cell phone repair, tattoo shops, and party rental business in the Commercial General (C-G) and Commercial Planned Development (CPD) zone.

SECTION 4. The uses listed below shall be defined as follows for the purposes of this urgency ordinance. Though these uses could be interpreted as falling under other broader existing categories of uses under the Zoning Code, for the purpose of this urgency ordinance and the moratorium enacted hereunder and any extensions thereof, they shall be treated as distinct and separate uses from such broader categories. Any use included in this urgency ordinance that is not defined within this section, unless otherwise defined in Title 18, *Zoning*, of the Pico Rivera Municipal Code, shall be given the plain, ordinary meaning, commonly associated with its use.

- a) Medical Office a place for the practice of physiotherapy or medical, dental, optical, psychoanalytical, osteopathic, or chiropractic professions of over 1,000 square feet.
- b) Shoe Store (Warehouse) establishments engaged in the sale of footwear, including athletic footwear.
- c) Discount Clothing Store a retail store that sells products at prices lower than those by traditional retail outlets of over 1,000 square feet.
- d) Dollar Store a store that sells inexpensive items priced usually at a dollar or a few dollars.
- e) Party Rental A retail store that provides tables, chairs, tents, linens, decorations and other miscellaneous supplies for various indoor and outdoor events such as parties for birthdays, retirements and graduations of over 1,000 square feet.

URGENCY ORDINANCE NO. _____ Page 4 of 7

- f) Cell Phone Repair Shop a business that primarily repairs and maintains cell phones and cell phone cases.
- g) Tattoo Shops Any place or establishment where tattooing or body piercing is made available.
- h) Nail Salons Any commercial establishment where nail care is offered or practiced on a regular basis for compensation.
- i) Automobile Insurance business any business that provides automobile policy insurance.

<u>SECTION 5</u>. Urgency Ordinance No. 1172 was enacted pursuant to Sections 36934 and 65858 of the Government Code of the State of California, and in accordance therewith, shall be of no further force and effect extended one (1) year after the adoption of this urgency ordinance. The City Council hereby finds, based on oral and written reports, determines and declares that the immediate preservation of the public peace, health, safety and welfare necessitates the enactment of this ordinance as an urgency ordinance. The City Council further finds there is a current and immediate threat to public health, safety and welfare necessitating the adoption of this urgency ordinance as an Urgency Interim Zoning Ordinance under Section 65858. Said findings are as follows:

- a) There are no existing regulations within the City of Pico Rivera that addresses the location, number of, or entitlement requirements for new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, pet shop & grooming, picture frames and framing, barbershops and beauty salons, nail salon, cell phone repair, tattoo shops, and party rental business in the Commercial General (C-G) and Commercial Planned Development (CPD) zone.
- b) It is necessary to study the adoption of amendments to the City's Municipal Code and Zoning Ordinance to implement reasonable development standards, regulations, and land use review in order to understand and address impacts of the subject uses in Commercial General (C-G) and Commercial Planned Development (CPD) zones.
- c) As a result of the type of land use, outdated regulations, over-proliferation, economic impacts, circulation, noise, security, or lack thereof, siting, or maintenance of the subject uses in the Commercial General (C-G) and Commercial Planned Development (CPD) zones have the potential of having a source of high intensity impacts resulting in the creation of a public nuisance.
- d) The City of Pico Rivera is experiencing inquiries for the subject uses in the General Commercial (C-G) and Commercial Planned Development (CPD) zones which if approved would frustrate the purpose of study.

- e) The City of Pico Rivera requires time to study the impacts of the subject uses, which if approved could result in deleterious effects on public health, safety and welfare.
- f) The potential development of the identified land uses within the aforementioned zones prior to the completion of the City's study may have negative impacts to the surrounding community in terms of economic impacts, maintenance, circulation, noise, and security and pose an immediate threat to the public's health, safety, and welfare.
- g) The best method of protecting public safety, health and welfare is to create development standards and regulations concerning the development, location, and operation of the subject uses.
- h) If Urgency Ordinance No.____ is not extended immediately, additional businesses will be established which are contrary to the orderly, planned and coordinated development and future use of properties within the City of Pico Rivera because there are currently no specific zoning regulations, entitlements, business permits or other special regulations regulating the establishment, location and operation.

SECTION 6. This moratorium shall not prohibit the following:

- a) The renewal or <u>change of ownership</u> of a business license for an existing establishment that has not ceased commercial operations to the public for more than six (6) months or has not been vacant for more than 6 months provided that the renewal or <u>change of ownership seeks</u> to maintain the establishment in its current location, and the establishment is operating in the same manner without any expansion or intensification of the use, and is housed within a building, which complies with all City, State, federal or otherwise applicable, codes rules, regulations.
- b) The issuance of permits for maintenance or repairs.

SECTION 7. In order to protect the public health, safety and welfare it is necessary to enact this urgency ordinance as an urgency measure to go into effect immediately upon its adoption, and that to enact this urgency ordinance after giving notice, holding public hearings and two readings thereof, and thereafter to await thirty days for said urgency ordinance to become effective, will be detrimental to the public health, safety and welfare, in that during the interim period further such establishments may be situated without the benefit of proper criteria and regulations. It is therefore necessary that this urgency ordinance go into effect immediately upon adoption.

SECTION 8. The City Council hereby declares that it would have passed this urgency ordinance sentence by sentence, paragraph by paragraph, and section by

URGENCY ORDINANCE NO Page 6 of 7	
section, and does hereby declare that the p severable, and if, for any reason, any senten ordinance shall be held invalid, such decision s parts of this urgency ordinance.	ce, paragraph or section of this urgency
SECTION 9. No person shall violate any requirements of this urgency ordinance, and an to comply with any provision of this urgency or person convicted of a misdemeanor under the be punished by a fine of not more than \$1,000 Jail for a period not exceeding one year, or by be	rdinance is guilty of a misdemeanor. Any provisions of this urgency ordinance shall or by imprisonment in the City or County
SECTION 10. The City Clerk shall cert and shall cause the same to be published or proordinance shall take effect immediately upon its extended for a period of one (1) year pursuant 65858.	adoption. This urgency ordinance shall be
APPROVED AND ADOPTED this 13th day of F	February 2024.
	Andrew C. Lara, Mayor
ATTEST:	APPROVED AS TO FORM:

I, <u>Cynthia Ayala</u>, City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Urgency Ordinance No. _____ was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on <u>Tuesday</u>, <u>February 13</u>, <u>2024</u>, with the following vote:

)§

Cynthia Ayala, CMC, City Clerk

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Arnold Alvarez-Glasman, City Attorney

URGENCY ORDINANCE NO Page 7 of 7
AYES: NOES: ABSENT: ABSTAIN:
Cynthia Ayala, CMC, City Clerk

URGENCY ORDINANCE NO. 1172

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, EXTENDING URGENCY ORDINANCE NO. 1169 FOR A PERIOD OF 10 MONTHS, 15 DAYS PROHIBITING ANY NEW AUTOMOBILE LEASING AND RENTING, AUTOMOBILE PARTS AND ACCESSORY, AUTOMOBILE INSURANCE, MEDICAL AND DENTAL OFFICE, DISCOUNT CLOTHING AND SHOE STORE (WAREHOUSE), DOLLAR STORE, DRUG STORE, PET SHOP AND GROOMING, PICTURE FRAMES AND FRAMING, BARBERSHOPS AND BEAUTY SALONS, NAIL SALON, CELL PHONE REPAIR, TATTOO SHOPS, AND PARTY RENTAL STORES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONE.

WHEREAS, Article XI, Section 7 of the California Constitution authorizes the City to make and enforce laws within its limits all local, police, sanitary, and other ordinances, and regulations not in conflict with general laws; and

WHEREAS, without well-planned neighborhoods and commercial corridors, sections of the City can quickly deteriorate, with consequences to social, environmental and economic value; and

WHEREAS, the City desires to create guidelines and/or development standards for subject specified commercial land uses to better incorporate such uses within the community; and

WHEREAS, the city requires additional time to properly assess the number of and repercussions associated with having an over-proliferation of specified commercial uses; and

WHEREAS, there are certain commercial land uses in the Commercial-General (C-G) and Commercial Planned Development (CPD) zone within Chapter 18.40, Land Use Regulations, of the Pico Rivera Municipal Code that are considered low performing commercial uses that may have negative consequences to the surrounding community and do not require an entitlement and are allowed by-right; and

WHEREAS, there is an immediate thereat to the public health, safety and welfare of the community as the subject establishments locate in the City without proper regulations in place, and, absent the adopting of this extension of Interim Urgency Ordinance, it is likely that the establishment or operation of the subject uses without appropriate controls in place to regulate their impacts on the community will result in harmful effects to businesses, property owners and resident so the City; and

WHEREAS, on April 25, 2023 the City Council placed a 45-day moratorium (Urgency Ordinance No. 1169) prohibiting any new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, pet shop & grooming, picture frames and framing, barbershops and beauty salons, nail salon, cell

phone repair, tattoo shops, and party rental in the Commercial General (C-G) and Commercial Planned Development (CPD) zone; and

WHEREAS, the City continues to receive inquiries and permit applications from prospective businesses interested in the above referenced use; and

WHEREAS, on May 9, 2023, the City Council received and filed a report per Government Code Section 65858 (d), describing the measures taken to alleviate the condition which led to the adoption of the moratorium; and

WHEREAS, on May 12, 2021 a public notice was published in Los Cerritos News describing the City's intent to extend the existing moratorium; and

WHEREAS, if adopted Urgency Ordinance No. 1172 will be in effect for 10 months 15 days and shall expire on March 11, 2024 unless further extended.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Pico Rivera as follows:

SECTION 1. The recitals above are true and correct and incorporated herein as part of the findings.

SECTION 2. This urgency ordinance is exempt from California Environmental Quality Act (CEQA) Guidelines based on the following findings:

- a) This urgency ordinance is not a project within the meaning of Section 15061 (b) (3) of the CEQA Guidelines because it has no potential of resulting in a physical change in the environment, directly or indirectly, by preserving the status quo. This urgency ordinance in no way authorizes or approves any specific project within the City.
- b) This urgency ordinance is categorically exempt for CEQA under Section 15308 of the CEQA Guidelines as it is a regulatory action taken by the City pursuant to its police power and according with Government Code Section 65858, to assure maintenance and protection of the environment and adoption of contemplated local legislation, regulation and policies.
- c) This urgency ordinance is not subject to CEQA under the general rule set forth in Section 15061(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment. For the reasons set forth in subparagraphs (1) and (2) above, it can be seen with certainty that there is no possibility that this urgency ordinance will have a significant effect on the environment.

SECTION 3. In accordance with the authority granted pursuant to Government Code Section 65858, from and after the effective date of this urgency ordinance, no person, partnership, corporation, or other entity shall commence a new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, pet shop & grooming, picture frames and framing, barbershops and beauty salons, nail salon, cell phone repair, tattoo shops, and party rental business in the Commercial General (C-G) and Commercial Planned Development (CPD) zone.

SECTION 4. The uses listed below shall be defined as follows for the purposes of this urgency ordinance. Though these uses could be interpreted as falling under other broader existing categories of uses under the Zoning Code, for the purpose of this urgency ordinance and the moratorium enacted hereunder and any extensions thereof, they shall be treated as distinct and separate uses from such broader categories. Any use included in this urgency ordinance that is not defined within this section, unless otherwise defined in Title 18, *Zoning*, of the Pico Rivera Municipal Code, shall be given the plain, ordinary meaning, commonly associated with its use.

- a) Medical Office a place for the practice of physiotherapy or medical, dental, optical, psychoanalytical, osteopathic, or chiropractic professions of over 1,000 square feet.
- b) Shoe Store (Warehouse) establishments engaged in the sale of footwear, including athletic footwear.
- c) Discount Clothing Store a retail store that sells products at prices lower than those by traditional retail outlets of over 1,000 square feet.
- d) Dollar Store a store that sells inexpensive items priced usually at a dollar or a few dollars.
- e) Party Rental A retail store that provides tables, chairs, tents, linens, decorations and other miscellaneous supplies for various indoor and outdoor events such as parties for birthdays, retirements and graduations of over 1,000 square feet.
- f) Cell Phone Repair Shop a business that primarily repairs and maintains cell phones and cell phone cases.
- g) Tattoo Shops Any place or establishment where tattooing or body piercing is made available.
- h) Nail Salons Any commercial establishment where nail care is offered or practiced on a regular basis for compensation.
- i) Automobile Insurance business any business that provides automobile policy insurance.

SECTION 5. Urgency Ordinance No. 1169 was enacted pursuant to Sections 36934 and 65858 of the Government Code of the State of California, and in accordance therewith, shall be of no further force and effect 10 months 15 days after the adoption of this urgency ordinance unless extended in accordance with Section 65858 of the Government Code. The City Council hereby finds, based on oral and written reports,

determines and declares that the immediate preservation of the public peace, health, safety and welfare necessitates the enactment of this ordinance as an urgency ordinance. The City Council further finds there is a current and immediate threat to public health, safety and welfare necessitating the adoption of this urgency ordinance as an Urgency Interim Zoning Ordinance under Section 65858. Said findings are as follows:

- a) There are no existing regulations within the City of Pico Rivera that addresses the location, number of, or entitlement requirements for new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, pet shop & grooming, picture frames and framing, barbershops and beauty salons, nail salon, cell phone repair, tattoo shops, and party rental business in the Commercial General (C-G) and Commercial Planned Development (CPD) zone.
- b) It is necessary to study the adoption of amendments to the City's Municipal Code and Zoning Ordinance to implement reasonable development standards, regulations, and land use review in order to understand and address impacts of the subject uses in Commercial General (C-G) and Commercial Planned Development (CPD) zones.
- c) As a result of the type of land use, outdated regulations, over-proliferation, economic impacts, circulation, noise, security, or lack thereof, siting, or maintenance of the subject uses in the Commercial General (C-G) and Commercial Planned Development (CPD) zones have the potential of having a source of high intensity impacts resulting in the creation of a public nuisance.
- d) The City of Pico Rivera is experiencing inquiries for the subject uses in the General Commercial (C-G) and Commercial Planned Development (CPD) zones which if approved would frustrate the purpose of study.
- e) The City of Pico Rivera requires time to study the impacts of the subject uses, which if approved could result in deleterious effects on the public health, safety and welfare.
- f) The potential development of the identified land uses within the aforementioned zones prior to the completion of the City's study may have negative impacts to the surrounding community in terms of economic impacts, maintenance, circulation, noise, and security and pose an immediate threat to the public's health, safety, and welfare.
- g) The best method of protecting public safety, health and welfare is to create development standards and regulations concerning the development, location, and operation of the subject uses.

h) If Urgency Ordinance No. 1169 is not extended immediately, additional businesses will be established which are contrary to the orderly, planned and coordinated development and future use of properties within the City of Pico Rivera because there are currently no specific zoning regulations, entitlements, business permits or other special regulations regulating the establishment, location and operation.

SECTION 6. This moratorium shall not prohibit the following:

- a) The renewal of a business license for an existing establishment as stated in section 4 (a) provided that the renewal seeks to maintain the establishment in its current location, and the establishment is operating in the same manner without any expansion or intensification of the use, and is housed within a building, which complies with all City, State, federal or otherwise applicable, codes rules, regulations.
- b) The issuance of permits for maintenance or repairs.

SECTION 7. In order to protect the public health, safety and welfare it is necessary to enact this urgency ordinance as an urgency measure to go into effect immediately upon its adoption, and that to enact this urgency ordinance after giving notice, holding public hearings and two readings thereof, and thereafter to await thirty days for said urgency ordinance to become effective, will be detrimental to the public health, safety and welfare, in that during the interim period further such establishments may be situated without the benefit of proper criteria and regulations. It is therefore necessary that this urgency ordinance go into effect immediately upon adoption.

SECTION 8. The City Council hereby declares that it would have passed this urgency ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that the provisions of this urgency ordinance are severable, and if, for any reason, any sentence, paragraph or section of this urgency ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this urgency ordinance.

SECTION 9. No person shall violate any provision or fail to comply with any of the requirements of this urgency ordinance, and any person violating any provision, or failing to comply with any provision of this urgency ordinance is guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this urgency ordinance shall be punished by a fine of not more than \$1,000 or by imprisonment in the City of County Jail for a period not exceeding one year, or by both such fine and imprisonment.

<u>SECTION 10</u>. The City Clerk shall certify the adoption of this urgency ordinance and shall cause the same to be published or posted as prescribed by law. This urgency ordinance shall take effect immediately upon its adoption. This urgency ordinance shall be effective for a period of 10 months and 15 days unless extended pursuant to California

URGENCY ORDINANCE NO. <u>1172</u> Page 6 of 5

Government Code Section 65858.

APPROVED AND ADOPTED this 31st day of May 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, Jr. Deputy City Clerk

Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA

)§

COUNTY OF LOS ANGELES

I, <u>Cynthia Ayala</u>, Jr. Deputy City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Urgency Ordinance No. <u>1172</u> was adopted at a special meeting of the City Council of the City of Pico Rivera, held on <u>Wednesday</u>, <u>May 31</u>, <u>2023</u>, with the following vote:

AYES:

Camacho, Garcia, Sanchez, Lurz

NOES:

None

ABSENT:

Lara

ABSTAIN:

None

Cynthia Ayala, Jr. Deputy City Clerk





CITY COUNCIL

To:

Mayor and City Council

From:

City Manager

Meeting Date:

May 31, 2023

Subject:

PUBLIC HEARING – URGENCY ORDINANCE NO. 1169 – 10 MONTH, 15 DAY EXTENSION PER GOVERNMENT CODE SECTION 65858 PLACING A MORATORIUM ON SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL PLANNED DEVELOPMENT (CPD)

ZONE

Recommendation:

- 1. Adopt by four-fifths (4/5) vote, an extension of ten (10) months and fifteen (15) days to Ordinance No. 1169 prohibiting specified uses in the Commercial General (C-G) and Commercial Planned Development (CPD); and
- 2. Determine that the Urgency Ordinance is exempt from the California Environmental Quality Act.

Fiscal Impact:

There is no fiscal impact to the General Fund associated with the adoption of the urgency ordinance.

Background:

On April 25, 2023 the City Council of the City of Pico Rivera (City) adopted Urgency Ordinance No. 1169 establishing a 45-day moratorium on any new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, pet shop and grooming, picture frames and framing, barbershops and beauty salons, nail salon, cell phone repair, tattoo shops, and party rental stores in the Commercial General (C-G) and Commercial Planned Development (CPD) zone. The purpose of the moratorium was to allot City staff time to conduct research, determine the impacts to the community and mitigate the impacts caused by the subject uses. Staff is requesting additional time

SPECIAL CITY COUNCIL AGENDA REPORT – MEETING OF MAY 31, 2023
PUBLIC HEARING – URGENCY ORDINANCE NO. 1169 – 10 MONTH, 15 DAY
EXTENSION PER GOVERNMENT CODE SECTION 65858 PLACING A
MORATORIUM ON SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND
COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONE
Page 2 OF 4

of ten (10) months and fifteen (15) days per Government Code Section 65858, for a total of a one-year moratorium.

On May 9, 2023, the City Council received and filed a report by City staff outlining the research conducted to date. Government Code Sections 36937 and 65858 allow the City to extend the 45-day ordinance for a period of ten (10) months and fifteen (15) days after notice and public hearing. Following a first extension, the statute allows the City to extend the urgency ordinance a second time, for an additional one-year period for a total of two (2) years.

Discussion:

Pursuant to Government Code Section 65858, Urgency Ordinance No. 1169 took effect for 45 days and will expire on June 9, 2023, unless extended by the City Council.

The subject uses are considered by staff as low performing and cause unintended consequences that may have detrimental effects to the community. There are ongoing inquiries into the establishment of the uses and a moratorium is necessary to allot time to study further. There are detrimental effects to neighborhoods including maintenance of property, over proliferation, circulation, security, maintenance, noise, and possible economic impacts.

The uses listed in Title 18, Zoning are outdated and are in the process of being updated via a code update. However, the code updated is expected to be completed within one (1) year and it is of utmost importance that a moratorium take place now for the uses listed within the existing code and uses not specifically listed or defined. The uses not specifically defined may fall under a broader category such as retail. For purposes of the urgency ordinance, the following uses shall have the following general and ordinary meaning, commonly associated with its use.

- a) Medical Office a place for the practice of physiotherapy or medical, dental, optical, psychoanalytical, osteopathic, or chiropractic professions of over 1,000 square feet.
- b) Shoe Store (Warehouse) establishments engaged in the sale of footwear, including athletic footwear.
- c) Discount Clothing Store a retail store that sells products at prices lower than those by traditional retail outlets of over 1,000 square feet.
- d) Dollar Store a store that sells inexpensive items priced usually at a dollar or a few dollars.

SPECIAL CITY COUNCIL AGENDA REPORT – MEETING OF MAY 31, 2023
PUBLIC HEARING – URGENCY ORDINANCE NO. 1169 – 10 MONTH, 15 DAY
EXTENSION PER GOVERNMENT CODE SECTION 65858 PLACING A
MORATORIUM ON SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND
COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONE
Page 3 OF 4

- e) Party Rental A retail store that provides tables, chairs, tents, linens, decorations, and other miscellaneous supplies for various indoor and outdoor events such as parties for birthdays, retirements, and graduations of over 1,000 square feet.
- f) Cell Phone Repair Shop a business that primarily repairs and maintains cell phones and cell phone cases.
- g) Tattoo Shops Any place or establishment where tattooing or body piercing is made available.
 - h) Nail Salons Any commercial establishment where nail care is offered or practiced on a regular basis for compensation.
 - i) Automobile Insurance business any business that provides automobile policy insurance.

Since April 25, 2023, staff has been in the process of the following:

- 1. Analyzing all impacts of the existing land uses including the detrimental effects of traffic, noise, over proliferation, economic impacts, circulation, security, noise, and lack of maintenance.
- 2. Creating a list of all the existing land uses currently prohibited under the moratorium.
- Creating a list of interested parties, stakeholders, and residents to engage in the community input process by way of community meetings and City study sessions.
- 4. Creating a focus group that includes staff from the City's Engineering Division, Building and Code Enforcement Division to review the impacts of the interim ordinance and future potential development standards.
- 5. Creating a handout to educate potential developers on the moratorium and possible new development standards that may mitigate impacts to facilitate the approval process.
- 6. Reviewing regulations in surrounding cities to determine adopted codes, taxes and fees implemented and the impacts on their respective communities.
- 7. Studying the impacts of the specified uses in commercial versus industrial zones where impacts may be minimized.
- 8. Reviewing the City's General Plan to determine whether the specified land uses are consistent with the General Plan's adopted goals and policies.

Environmental Analysis:

This urgency ordinance is not subject to CEQA under the general rule set forth in Section

SPECIAL CITY COUNCIL AGENDA REPORT – MEETING OF MAY 31, 2023
PUBLIC HEARING – URGENCY ORDINANCE NO. 1169 – 10 MONTH, 15 DAY
EXTENSION PER GOVERNMENT CODE SECTION 65858 PLACING A
MORATORIUM ON SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND
COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONE
Page 4 OF 4

15061(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment. For the reasons set forth in subparagraphs (a) and (b) above, it can be seen with certainty that there is no possibility that this urgent ordinance will have a significant effect on the environment. The urgency ordinance is also categorically exempt for CEQA under Section 15308 of the CEQA Guidelines as it is a regulatory action taken by the City pursuant to its police power and, according with Government Code Section 65858, to assure the maintenance and protection of the environment and adoption of contemplated local legislation, regulation, and policies.

Conclusion:

Staff recommends that the City Council extend Urgency Ordinance No. 1169 for ten (10) months, fifteen (15) days per Government Code Section 65858. If approved, Urgency Ordinance No. 1169 would expire on March 11, 2024, unless terminated or superseded by the adoption of new zoning regulations.

Steve Carmona

SC:AB:JG

Enclosures:

- 1) Urgency Ordinance (Extension)
- 2) Urgency Ordinance No. 1169
- 3) Public Notice

PROOF OF PUBLICATION (2015.5 C.C.P.)

Los Cerritos Community Newspaper Group 13017 Artesia Blvd., Suite C-102 Cerritos CA 90703 (562) 407-3873

STATE OF CALIFORNIA. **COUNTY OF LOS ANGELES**

I am the principal clerk of the printer of the Los Cerritos Community News, a newspaper of general circulation, printed and published one time each week in the County of Los Angeles, City of Cerritos and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of Septmeber 9, 1996, in Case Number V5005861 that the notice. of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

5/12/23

I certify (or declare) under penalty of perjury that the foregoing is true and correct. DATED AT CERRITOS, CALIFORNIA,

THIS 12th DAY OF MAY 2023

Signature

Brian Hews Clerk, LCCN

Los Cerritos Community News 13047 Artesia Blvd. Suite C-102, Cerritos, CA 90703 562-407-3873 LCCN FORM 82180 PROOF County of Los Angeles

County Clerk's Filing Stamp

CITY OF PICO RIVERA

NOTICE OF CITY COUNCIL PUBLIC HEARING FOR A 10 MONTH 15 DAY EXTENSION OF URGENCY ORDINANCE NO. 1169 PROHIBITING SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONE

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Pico Rivera City Council to review and obtain public comment to extend Urgency Ordinance No. 1169 for a period not to exceed 10 months 15 days per Government Code 65858. On April 25, 2023, Urgency Ordinance No. 1169 was adopted by the City Council to prohibit any new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, pet shop & grooming, picture frames and framing, barbershops and beauty salons, nail salon, cell phone repair, tattoo shops, and party rental in the Commercial General (C-G) and Commercial Planned Development (CPD) zone. The Urgency Ordinance will allot City staff time to conduct research on impacts to the community of the specified uses identified

WHEN:

Wednesday, May 31, 2023

TIME:

4:00 P.M.

WHERE: City Hall Council Chambers

6615 Passons Boulevard Pico Rivera, CA 90660

MAIL:

PO Box 1016

TELEPHONE:

(562) 801-4332

In accordance with the provisions of the California Environmental Quality Act (CEQA), to the extent that the actions constitute a project, there is no possibility that the project will have a significant effect on the environmental and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b) (3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

PERSONS INTERESTED IN THIS MATTER

(1) Turn your TV to Channel 3;

(2) City's website at https://bit.ly/picorivera-ctv3live.
(3) Email public comments to publiccomments@pico-rivera.org prior to 4:00 p.m. on the day of the meeting;

(4) Attend the Public Hearing in person.

Copies of all relevant material including project specifications are available to the public for review in the Community & Economic Development Department at City Hall, 6615 Passons Boulevard, Pico Rivera, California. Please contact Julia Gonzalez, Deputy Director at 562-801-4447 for additional

If you challenge the consideration or adoption of the proposed applications 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 written correspondence delivered to the City of Pico Rivera City Clerk at, or prior to, the public hearing.

Posting Date: Friday, May 12, 2023

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please contact Cynthia Ayala at (562) 801-4389 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

Published at Los Cerritos Community Newspaper 5/12/23

CITY OF PICO RIVERA

NOTICE OF CITY COUNCIL PUBLIC HEARING FOR A ONE YEAR EXTENSION OF URGENCY ORDINANCE NO. 1172 PROHIBITING SPECIFIED USES IN THE COMMERCIAL GENERAL (C-G) AND COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONE

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Pico Rivera City Council to review and obtain public comment to extend Urgency Ordinance No. 1172 for a period not to exceed one (1) year per Government Code 65858. On April 25, 2023, Urgency Ordinance No. 1169 was adopted by the City Council to prohibit any new automobile leasing and renting, automobile parts and accessory, automobile insurance, medical & dental office, discount clothing and shoe store (warehouse), dollar store, drug store, pet shop & grooming, picture frames and framing, barbershops and beauty salons, nail salon, cell phone repair, tattoo shops, and party rental in the Commercial General (C-G) and Commercial Planned Development (CPD) zone. On May 31, 2023, the City Council approved a second extension of 10 months 15 days via Urgency Ordinance 1172. The extension to the ordinance will include revisions eliminating uses and revising language to allow for additional flexibility and will allot City staff time to conduct research on impacts to the community of the specified uses identified.

WHEN: Tuesday, February 13, 2024

TIME: 6:00 P.M.

WHERE: City Hall Council Chambers

6615 Passons Boulevard Pico Rivera, CA 90660

MAIL: PO Box 1016 **TELEPHONE**: (562) 801-4332

In accordance with the provisions of the California Environmental Quality Act (CEQA), to the extent that the actions constitute a project, there is no possibility that the project will have a significant effect on the environmental and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b) (3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

PERSONS INTERESTED IN THIS MATTER

- (1) Turn your TV to Channel 3;
- (2) City's website at https://bit.ly/picorivera-ctv3live.
- (3) Email public comments to publiccomments@pico-rivera.org prior to 4:00 p.m. on the day of the meeting;
- (4) Attend the Public Hearing in person.

Copies of all relevant material including project specifications are available to the public for review in the Community & Economic Development Department at City Hall, 6615

Passons Boulevard, Pico Rivera, California. Please contact Julia Gonzalez, Deputy Director at 562-801-4447 for additional questions.

If you challenge the consideration or adoption of the proposed applications 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 written correspondence delivered to the City of Pico Rivera City Clerk at, or prior to, the public hearing.

Posting Date: Friday, February 2, 2024

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please contact Cynthia Ayala at (562) 801-4389 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.





Tuesday, January 23, 2024

A Regular Meeting of the City Council and Water Authority was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor/President Lara called the regular meeting to order at 6:01 p.m. on behalf of the City Council and the Water Authority.

PRESENT: Camacho, Garcia, Lutz, Sanchez, Lara

ABSENT: None

COMMISSIONERS PRESENT:

- Patricia Saucedo, Parks and Recreation Commission
- Aldo Macias Arellano, Sister City Commission

INVOCATION: Delivered by Mayor Pro Tem Garcia

PLEDGE OF ALLEGIANCE: Led by Councilmember Lutz

SPECIAL PRESENTATION(S):

Presentation – Gateway Cities Energy Action Award

Hector De La Torre, Executive Director of Gateway Cities Council of Governments presented the City of Pico Rivera and it's Office of Sustainability with the Gateway Cities Energy Action Award for the third consecutive year.

PUBLIC COMMENTS:

Lauren Talbott, Pico Rivera Library Manager:

 Addressed the City Council regarding library updates and upcoming events for the month of January and February.

Diego Rubalcava:

 Addressed the City Council regarding proposed changes to the City's rent control ordinance.

The following speakers addressed the City Council regarding the Congressional H.Res.786 resolution, which calls for an immediate de-escalation and cease-fire in Israel and occupied Palestine:

1. Margaret

5. Unknown Name

2. Fernando Islas

6. Mr. Martinez

- 3. Laura Ruiz
- 4. Aaron Reveles

CONSENT CALENDAR ITEMS:

City Council:

- 1. Minutes:
 - Approved City Council regular meeting of December 12, 2023
 - Received and filed the Parks and Recreation regular meetings of September 14, 2023; October 18, 2023; and November 9, 2023
- 2. Approved 9th Warrant Register of the 2023-2024 Fiscal Year. (700)

Check Numbers: 293344-293711 Special Check Numbers: 13015

- 3. Second Reading Adoption of an Ordinance Amending Chapter 2.08 of the Pico Rivera Municipal Code Relating to the City Council Compensation Pursuant to SB 329. (100)
 - 1. Adopted Ordinance No. 1180, approving the adjusted City Council compensation.

Ordinance No. <u>1180</u> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADJUSTING THE SALARY OF THE MEMBERS OF THE CITY COUNCIL PURSUANT TO AND CONSISTENT WITH SENATE BILL 329 (**SECOND READING AND ADOPTION**)

- 4. Accept Irrevocable Offer of Dedication of Easement for Water System Purposes at 8813 Gallatin Road. (1200)
 - 1. Approved Resolution No. 7310 accepting Irrevocable Offer of Dedication (IOD) of easement for water system purposes at 8813 Gallatin Road;
 - 2. Authorized the City Manager or designee to execute Certificate of Acceptance and cause the recordation of resolution and Certificate of Acceptance; and
 - Authorized the City Clerk to record the IOD and submit the Resolution and Certificate of Acceptance to the Los Angeles County Registrar-Recorder's Office.

Resolution No. <u>7310</u> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ACCEPTING IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR WATER SYSTEM PURPOSES AT 8813 GALLATIN ROAD

- 5. Approve a Resolution Accepting Grant Funds from the State of California Department of Parks and Recreation Office of Grants and Local Services for the Smith Park Aquatic Center. (700)
 - 1. Approved Resolution No. 7311 accepting grand funding for the Smith Park Aquatic Center Renovation project through the State of California Department of Parks and Recreation Office of Grants and Local Services, Local Assistance Specified Grant (SG-19-066);

- 2. Accepted grant funding in the amount of \$78,569 (grant funds) for the Smith Park Aquatic Center Renovation project and increase the fiscal year (FY) 2023-24 budget of revenue accordingly; and
- 3. Authorized the City Manager to execute all necessary grant fund-related documents.

Resolution No. <u>7311</u> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ACCEPTING GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION OFFICE OF GRANTS AND LOCAL SERVICES, LOCAL ASSISTANCE SPECIFIED GRANT SG—19-066, SMITH PARK AQUATIC CENTER

- 6. Approve a Resolution Accepting Grant Funds from the California Department of Forestry and Fire Protection for the Ruben Salazar Outdoor Improvement Project. (700)
 - Approved Resolution No. 7312 accepting grant funding in the amount of \$2,475,000 for the Ruben Salazar Outdoor Improvement Project from the California Department of Forestry and Fire Protection (CAL-FIRE) – Urban and Community Forestry Program and Green Schoolyards Funding Source; and
 - 2. Authorized the City Manager or his designee to execute all related grant documents.

Resolution No. <u>7312</u> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

- 7. Approve Amendment No. 1 to Professional Services Agreement No. 23-2224 with Ware Malcomb for the City Hall Council Chambers Rehabilitation Improvement Project (CIP 50074). (500)
 - Approved Amendment No. 1 to Ware Malcomb's Professional Services Agreement 23-2224 in a form approved by the City Attorney and authorized the City Manager to execute Amendment No. 1 for an additional amount not-to-exceed \$44,340, to provide design services for the City Hall Council Chambers Rehabilitation Improvement Project – CIP 50074; and
 - 2. Authorized the City Manager to process change orders, as needed, in an amount not-to-exceed \$20,000 for design contingency.

Agreement No. 23-2224-1

- 8. Approve Amendment No. 4 to Agreement No. 20-1950 with Avant-Garde, Inc. for Administration of the Small Business Grant Program (500)
 - 1. Approved Amendment No. 4 to Agreement No. 20-1950 with Avant-Garde, Inc. in a form approved by the City Attorney, in the amount of \$7,500 for a total not-to-exceed amount of \$68,000, with an extension of the term

through June 30, 2024, to provide administration services for the Small Business Grant Program and authorized the City Manager to execute Amendment No. 4.

Agreement No. <u>20-1950-4</u>

9. Mayoral Appointments.

(300)

- 1. Confirmed the Mayor's appointments to various Boards, Agencies, and Committees.
- 10. Treasurer's Monthly Investment Transaction Report as of November 30, 2023. (700)
 - 1. Received and filed the Treasurer's Monthly Investment Transaction Report as of November 30, 2023.
- 11. Development Impact Fee Report as of June 30, 2023.

(700)

- 1. Received and filed the Development Impact Fee Report as of June 30, 2023.
- 12. Second Quarter Treasurer's Fee Report and the Monthly Investment Transaction Report as of December 31, 2023 Fiscal Year 2023-2024. (700)
 - Received and filed the Treasurer's Report for the quarter ending December 31, 2023, which represents balances and activities for the second quarter (October through December) of the 2023-24 fiscal year; and
 - 2. Received and filed the Treasurer's Monthly Investment Transaction Report as of December 31, 2023.
- 13. 10-Day Report on Urgency Ordinance No. 1172 Prohibiting Specified Uses in the Commercial General and Commercial Planned Development Zone.

(1300)

1. Received, filed, and issued a 10-day report on Urgency Ordinance No. 1172 enacting a 10-month 15-day moratorium on specified uses in the Commercial General (C-G) and Commercial Planned Development (CPD) zone as required under Government Code Section 65858(d).

Water Authority:

- 14. Minutes:
 - Received and filed Water Authority regular meeting of October 24, 2023
- 15. Approve Amendment No. 1 to Professional Services Agreement No. 23-71 with Tetra Tech, Inc. for the Water Main Replacement Project, CIP No. 50078.
 - 1. Approved Amendment No. 1 to Agreement No. 23-71, in a form approved by the General Counsel and authorized the Executive Director to execute Amendment No. 1 for a not-to-exceed amount of \$6,100; and

2. Authorized the Executive Director to process change orders, as needed, in an amount not-to-exceed \$18,000 (approximately 10% of the total contract amount) for design and technical construction-support contingency.

Agreement No. <u>23-71-1</u>

Motion by Mayor Pro Tem/Vice President Garcia, seconded by Councilmember/Commissioner Lutz to approve Consent Calendar Item Nos. 1 through 15. Motion carries by the following roll call vote:

AYES: Camacho, Garcia, Lutz, Sanchez, Lara

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER CLARIFICATION: None

REGULAR AGENDA: None

CITY MANAGER/STAFF REPORTS:

Parks and Recreation Director Yugar highlighted the Aquarium of the Pacific Mobile exhibit event at Rio Hondo Park funded by the Outdoor Equity Grants Program and presented a 2024 groundbreaking/ribbon cutting timeline.

City Manager Carmona commented on the upcoming Recycling event to be held on January 27, 2024 at Pico Park.

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

Councilmember Lutz commented on the Friendly Senior Club Board Installation meeting at Smith Park and the upcoming Homeless Count and Recycling event.

Councilmember Dr. Sanchez and Councilmember Camacho congratulated the Pico Rivera Donnas Jr. Pee Wee cheerleading squad on their recent National Championship win at the Jamz Competition and the El Rancho High School Varsity Cheer squad on their recent CIF Title win.

Councilmember Camacho commented on the latest senior group board installations, reported on his attendance at LA County Vector Control and SEAACA regular meetings, a State of the County event with Supervisor Janice Hahn, and a Metro meeting regarding the L extension in Montebello.

Mayor Pro Tem Garcia commented on the Shade Lane Senior Club Board Installation meeting.

City Council reported on their attendance at the 2024 Sacramento Legislative Tour, where discussion opportunities on important issues including housing, public safety, homelessness and theft were provided.

Mayor Lara reported on his attendance at a Los Angeles County Selection committee meeting; mentioned the upcoming Homeless Count on January 24, 2024 and the Blood Drive on January 31, 2024 and requested that staff explore a drone technology program; seconded by Mayor Pro Tem Garcia.

Recessed to Closed Session at 7:09 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 8:13 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT

CLOSED SESSION(S):

a. CONFERENCE WITH LEGAL COUNSEL - EXISITING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Pico Water District vs City of Pico Rivera
Los Angeles County Superior Court Case No. 22NWCV00967

City Attorney Alvarez-Glasman stated that direction was provided to the City Attorney's office and City staff. No final action was taken and there was nothing further to report.

b. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency Designated Representative: City Manager Carmona, Human Resources
Director Shirinian, and Assistant City Manager Garcia
Employee Organization: Service Employee International Union Local 721 Full-time,
Part-time and Directors Units, and Confidential Employees Association

City Attorney Alvarez-Glasman stated that direction was provided to the City Attorney's office and City staff. No final action was taken and that there was nothing further to report.

ADJOURNMENT:

Mayor/President Lara adjourned the City Council and Water Authority meeting at 8:14 p.m. in memory of El Rancho High School Alumni Guy Pico and Efrain Vasquez, wife of VFW 341 Commander, Inez Elias and former Pico Boys President Lee Shipman. There being no objection it was so ordered.

AYES: Camacho, Garcia, Lutz, Sanchez, Lara

NOES: None

	Andrew C. Lara, Mayor/President
ATTEST:	
Cynthia Ayala, CMC, City Clerk	Authority Secretary
	ng is a true and correct report of the proceedings of the ated January 23, 2024 and approved by the City Council
Cynthia Ayala, CMC, City Clerk	 /Authority Secretary



10th WARRANT REGISTER OF THE 2023 - 2024 FISCAL YEAR

MEETING DATE: 02/13/2024

	CHECK DATE	STARTING	ENDING	AMOUNT
CHECK NUMBERS:	01/12/24-02/01/24	293712	293864	\$3,203,403.49
ACH NUMBERS:	01/12/24-02/01/24	13131	13236	\$1,010,706.33

SPECIAL CHECKS/EFT 13153

VOIDED CHECKS

PRE-NOTE

TOTAL REGISTER AMOUNT: \$ 4,214,109.82

From Payment Date: 1/12/2024 - To Payment Date: 2/1/2024

Number	Date	Description	Source	Payee Name		Transaction Amount
CBC Gen	Ope - CBC General Oper	ating				
<u>Check</u>						
293712	01/17/2024		Accounts Payable	Advantec Consulting Engineering		\$16,365.00
	Invoice	Description			Amount	
	9803-0266-13	PROFESSIONAL SVC	S 11/01/23-11/30/23, PR ITS MASTE	ER PLAN	\$16,365.00	
293713	01/17/2024	01/22/2024	Accounts Payable	AM-TEC TOTAL SECURITY INC		\$214.69
	Invoice	Description			Amount	
	631947	RECREATION OFFICE	E SECURITY ALARM SENSOR		\$214.69	
293714	01/17/2024	01/30/2024	Accounts Payable	Ansafone Contact Center, Labell Exch	ange &	\$156.62
	Invoice	Description		BTE Com	Amount	
	240106069101	AFTER HOURS ANSW	VERING SVC DECEMBER 2023, WA	ATER DEPT.	\$156.62	
293715	01/17/2024	01/24/2024	Accounts Payable	Auto-Chlor System		\$236.21
	Invoice	Description			Amount	
	244100500030	MONTHLY EQUIPMEN	NT MAINTANCE		\$236.21	
293716	01/17/2024	01/22/2024	Accounts Payable	Certifix Live Scan		\$75.00
	Invoice	Description			Amount	

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Number	Date	Description	Source	Payee Name		Transaction Amount
	83390	PRE-EMPLOYMENT LIVE SC	CANS 12/05/23-12/22/23		\$75.00	
293717	01/17/2024	01/24/2024	Accounts Payable	CPACINC.COM		\$2,731.81
	Invoice	Description			Amount	
	SI-1298319	RECREATION OFFICE SECU	JRITY CAMERA SUPPLIES		\$2,731.81	
293718	01/17/2024	01/29/2024	Accounts Payable	Ewing Irrigation Products Inc		\$366.50
	Invoice	Description			Amount	
	21217654	IRRIGATION AND LANDSCA	PING SUPPLIES		\$105.71	
	21217454	IRRIGATION AND LANDSCA	PING SUPPLIES		\$260.79	
293719	01/17/2024	01/26/2024	Accounts Payable	Grainger		\$94.22
	Invoice	Description			Amount	
	9952284496	SMALL TOOLS & SUPPLIES			\$94.22	
293720	01/17/2024	01/24/2024	Accounts Payable	GRIFFITH COMPANY		\$800,163.81
	Invoice	Description			Amount	
	PROGRESS PMT 2	PR REGIONAL BIKEWAY PR	ROJECT, 09/26/23-10/20/23		\$842,277.70	
	PROGRESS PMT 2-A	PR REGIONAL BIKEWAY PR	ROJECT, 09/26/23-10/20/23		(\$42,113.89)	

From Payment Date: 1/12/2024 - To Payment Date: 2/1/2024

Number	Date	Description	Source	Payee Name		Transaction Amount
293721	01/17/2024	01/26/2024	Accounts Payable	Hosepower USA		\$317.26
	Invoice	Description			Amount	
	691082969-00	EQUIPMENT MAINTE	NANCE SUPPLIES		\$317.26	
293722	01/17/2024	01/26/2024	Accounts Payable	HZS ENGINEERING INC.		\$5,267.50
	Invoice	Description			Amount	
	HZS-07-3	PROFESSIONAL SVO	CS I-605 HOT SPOT INTERSECTION	N	\$5,267.50	
293723	01/17/2024	01/22/2024	Accounts Payable	InfoSend, Inc		\$8,491.38
	Invoice	Description			Amount	
	253915	MAIL PREP SVCS 11	/30/23-12/21/23		\$1,014.78	
	253916	POSTAGE 11/30/23-1	2/21/23		\$3,280.08	
	251919	POSTAGE 11/1/23-11	/30/23		\$3,205.62	
	251918 MAIL PREP SVCS 11/1/23-11/30/23			\$990.90		
293724	01/17/2024	01/25/2024	Accounts Payable	Inland Empire Stages, LTD		\$1,390.06
200721	Invoice	Description	7.000dillo i ayabio	mana Empiro Giagos, ETB	Amount	φ1,000.00
		•				
	60981	BUS TRANSPORATION	ON FOR M.J- THE MUSICAL 01/05/2	2024	\$1,390.06	
293725	01/17/2024		Accounts Payable	League of California Cities		\$22,130.00

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Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	INV-12102-Z7P7B9	MEMBERSHIP DUES CALE	NDAR YR 2024		\$22,130.00	
293726	01/17/2024	01/22/2024	Accounts Payable	Los Angeles Fire Department		\$1,077.35
	Invoice	Description			Amount	
	F0014077	FIRE SAFETY OFFICER SV	CS FOR HOLIDAY FESTIVAL	. 12/03/23	\$1,077.35	
293727	01/17/2024	01/23/2024	Accounts Payable	Minuteman Press		\$120.56
	Invoice	Description			Amount	
	70297	VARIOUS MAILERS/POSTO	CARDS FOR PRIME-WEEKLY	ENROLLMENT NOTICES	\$120.56	
293728	01/17/2024	01/23/2024	Accounts Payable	NAN MCKAY		\$239.00
	Invoice	Description			Amount	
	INV285435	ANNUAL SUBSCRIPTION F	OR HCV DIGITAL REVISION	SVC	\$239.00	
293729	01/17/2024	01/23/2024	Accounts Payable	Napa Auto Parts		\$390.43
	Invoice	Description			Amount	
	212095	EQUIPMENT MAINTENANC	E SUPPLIES		\$210.32	
	212010	MECHANIC SHOP SUPPLIE	ES .		\$151.42	
	211094	MECHANIC SHOP SUPPLIE	ES .		\$28.69	

Number	Date	Description	Source	Payee Name		Transaction Amount
293730	01/17/2024		Accounts Payable	NETWATCH NORTH AMERICA		\$4,961.25
	Invoice	Description			Amount	
	SI4200-16573	SERVICE PERIOD 1QTR A	T GOLF COURSE		\$4,961.25	
293731	01/17/2024	01/30/2024	Accounts Payable	NEVAREZ, LOLA		\$357.40
	Invoice	Description			Amount	
	1223PRIMTRUUPO96	PRIME ANNUAL NET ENER	RGY METERING TRUE UP PA	YMENTS 12/13/23	\$357.40	
293732	01/17/2024	01/23/2024	Accounts Payable	Ollin Strategies		\$7,500.00
	Invoice	Description			Amount	
	231	CONSULTING SERVICE FO	OR JANUARY 2024		\$7,500.00	
	0.447	0.1/00/0004				****
293733	01/17/2024	01/29/2024	Accounts Payable	Patricia L Sontag, DBA Skyline Sa Supply	fety and	\$224.07
	Invoice	Description			Amount	
	7920	GLOVES FOR STAFF			\$224.07	
293734	01/17/2024	01/17/2024	Accounts Payable	PETTY CASH		\$112.16
230134	01/11/2024	01/11/2024	Accounts Fayable	I LITT CASIT		φ112.10
	Invoice	Description			Amount	
	2023PETCASRE1223	REPLENISH PETTY CASH	FOR DECEMBER 2023		\$112.16	

From Payment Date: 1/12/2024 - To Payment Date: 2/1/2024

Number	Date	Description	Source	Payee Name		Transaction Amount
293735	01/17/2024	01/24/2024	Accounts Payable	Pico Water District		\$12,395.59
	Invoice	Description			Amount	*,
	2023NOV-PICOWD-C	UTILITIES FOR NOVEMBE	ER 2023		\$33.06	
	2023NOV-PICOWD-B	UTILITIES FOR NOVEMBE	ER 2023		\$7,095.64	
	2023NOV-PICOWD-A	UTILITIES FOR NOVEMBE	ER 2023		\$5,266.89	
293736	01/17/2024	01/22/2024	Accounts Payable	Power Trip Rentals, Inc		\$4,256.25
	Invoice	Description			Amount	
	141437	KUBOTA TRACTOR RENT	TAL FOR PARKS		\$4,256.25	
293737	01/17/2024	01/22/2024	Accounts Payable	Powerstride Battery Co. Inc.		\$409.93
	Invoice	Description			Amount	
	E 686297	BATTERY FOR UNIT 300			\$409.93	
293738	01/17/2024	01/25/2024	Accounts Payable	Quadient Leasing USA, Inc.		\$521.02
	Invoice	Description			Amount	
	Q1119832	LEASE AND TAX 10/25/23	3-01/24/24		\$521.02	
293739	01/17/2024	01/29/2024	Accounts Payable	RODRIGUEZ, DARRELL		\$535.51

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Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	2023TUITREIMDR	TUITION REIMBURSEMENT	FOR FALL 2023		\$535.51	
293740	01/17/2024	01/23/2024	Accounts Payable	Salgado Tire Service		\$386.15
	Invoice	Description			Amount	
	0441	TIRE REPAIR, UNIT 292			\$100.00	
	4700-A	TIRE REPAIR			\$20.00	
	4262	TIRE REPAIR UNIT 201			\$125.00	
	1524	TIRE REPAIR UNIT #292			\$50.00	
	1316	TIRE REPAIR UNIT #124			\$91.15	
000744	04/47/0004	04/00/0004	Assessment Bereits	One Only in IVallan Water On		0754.00
293741	01/17/2024	01/22/2024	Accounts Payable	San Gabriel Valley Water Co		\$751.63
	Invoice	Description			Amount	
	2024JANSANGABVAL	UTILITIES 11/28/23-12/27/23			\$751.63	
293742	01/17/2024	01/24/2024	Accounts Payable	Specialized Elevator Corporation		\$402.28
293142			Accounts Fayable	Specialized Elevator Corporation		φ 4 02.20
	Invoice	Description			Amount	
	65299	ELEVATOR MAINTENANCE,	DECEMBER 2023		\$402.28	
293743	01/17/2024	01/25/2024	Accounts Payable	State of California Dept of Justice		\$96.00

Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	706204	PRE-EMPLOYMENT I	LIVE SCANS FOR DECEMBER 202	3	\$96.00	
293744	01/17/2024	01/23/2024	Accounts Payable	TKM ENGINEERING		\$2,827.50
	Invoice	Description			Amount	
	1250	PROFESSIONAL SVO	CS 11/06/23-11/29/23, ITS MASTER	PLAN	\$2,827.50	
293745	01/17/2024	01/25/2024	Accounts Payable	Transtech Engineers, Inc		\$864.00
	Invoice	Description	,	,	Amount	,,,,
	20235884	PR CITY ENGINEERI	NG MAP SERVICE THROUGH 10/3	1/23	\$480.00	
	20235884-A	PR CITY ENGINEER!	NG SVCS PARCEL MAP LINDELL	LOT MERGER	\$384.00	
293746	01/17/2024	01/23/2024	Accounts Payable	Triangle Sports, Inc.		\$8,245.66
	Invoice	Description			Amount	
	42333	SUMMER GO GETTE	R CHAMPIONSHIP SHIRTS		\$206.96	
	42334	WINTER BASKETBAL	L UNIFORMS/AWARDS		\$8,038.70	
293747	01/17/2024	01/25/2024	Accounts Payable	Tripepi, Smith and Associates, I	00	\$2,696.21
200141	Invoice	Description	Addanta Layasia	popi, orinki and / tooodates, ii	Amount	ΨΖ,000.Σ1
	11528	PROFESSIONAL SVC	S FOR MEDIA MANAGEMENT OF	POWER CHOICE MARKETING	\$2,696.21	

Number	Date	Description	Source	Payee Name		Transaction Amount
293748	01/17/2024	01/23/2024	Accounts Payable	United Waterworks, Inc		\$1,267.60
	Invoice	Description			Amount	
	S100126878.001	PLANT MAINTENANCE	SUPPLIES		\$1,267.60	
293749	01/17/2024	01/23/2024	Accounts Payable	West Coast Sand & Gravel, Inc.		\$830.84
293749			Accounts Fayable	west coast saild & Graver, inc.		\$630.64
	Invoice	Description			Amount	
	685580	SAND			\$830.84	
293750	01/18/2024	01/26/2024	Accounts Payable	BMG Money, Inc		\$372.65
	Invoice	Description			Amount	
	011824	EMPLOYEE DEDUCTION	ON FOR P/E 01/12/24		\$372.65	
293751	01/18/2024	01/29/2024	Accounts Payable	Franchise Tax Board		\$50.00
	Invoice	Description			Amount	
	011824	EMPLOYEE DEDUCTION	ON FOR P/E 01/12/24		\$50.00	
293752	01/18/2024	01/23/2024	Accounts Payable	Levying Officer		\$147.63
	Invoice	Description			Amount	
	011824	EMPLOYEE DEDUCTION	ON FOR P/E 01/12/24		\$147.63	

Number	Date	Description	Source	Payee Name		Transaction Amount
293753	01/18/2024	01/30/2024	Accounts Payable	SEIU Local 721-COPE		\$72.00
200700			Accounts I dyable	0E10 E00al 721-001 E		ψ12.00
	Invoice	Description			Amount	
	011824	COPE FEES FOR P/E 01/12/2	24		\$72.00	
293754	01/24/2024	01/30/2024	Accounts Payable	1st Jon Inc		\$664.99
	Invoice	Description			Amount	
	112510	PORTABLE RESTROOM FOR	R VETERANS DAY		\$664.99	
293755	01/24/2024		Accounts Payable	Ansafone Contact Center, Labell Ex	change &	\$115.89
	Invoice	Description		512 oom	Amount	
	240106025101	AFTER HOURS ANSWERING	S SVC DECEMBER 2023		\$115.89	
293756	01/24/2024		Accounts Payable	Broadcast Music Inc.		\$866.00
	Invoice	Description			Amount	
	11268733	LICENSING 01/01/24-12/31/2	024		\$866.00	
293757	01/24/2024	01/25/2024	Accounts Payable	CARMONA, STEVE		\$65.49
	Invoice	Description			Amount	
	0124CALIFCCA-SC	REIM FOR CALIFORNIA CON	TRACT CITIES ASSOC TRIP	01/07/24-01/09/24	\$65.49	

Number	Date	Description	Source	Payee Name		Transaction Amount
293758	01/24/2024		Accounts Payable	Core & Main		\$1,614.06
	Invoice	Description			Amount	
	U127587	WATER METER MAINTI	ENANCE & REPAIR SUPPLIES		\$1,614.06	
293759	01/24/2024	01/30/2024	Accounts Payable	DAHLIN GROUP, INC		\$275,041.50
	Invoice	Description			Amount	
	2312-071	PROFESSIONAL SVCS	THROUGH 12/31/23, SMITH PAR	RK AQUATIC CENTER	\$275,041.50	
293760	01/24/2024		Accounts Payable	DFM Asssociates		\$79.37
	Invoice	Description			Amount	
	2024ECBOOK	2024 ELECTIONS CODE	BOOK/PLASTIC COVER		\$79.37	
293761	01/24/2024		Accounts Payable	DISCOUNT SCHOOL SUPPLY		\$6,914.63
	Invoice	Description			Amount	
	W13556240101	REACH SUPPLIES			\$6,914.63	
293762	01/24/2024	01/30/2024	Accounts Payable	Elisaldez , Louie		\$90.00
290102	Invoice	Description	Accounts 1 ayable	Liisaluez , Louie	Amount	ψ90.00
	LELi-WinWk1-24	OFFICIATING SVCS 01/	12/24		\$90.00	

Number	Date	Description	Source	Payee Name		Transaction Amount
293763	01/24/2024	01/30/2024	Accounts Payable	ELISALDEZ, LOUIS		\$90.00
	Invoice	Description			Amount	
	LKELi-WINWK1-24	OFFICIATING SVCS 01/13/	/24		\$90.00	
293764	01/24/2024	01/30/2024	Accounts Payable	Ewing Irrigation Products Inc		\$613.28
200.0.	Invoice	Description	, 100001110 1 0, 0,000		Amount	¥0.0. <u>=</u> 0
	21280028	IRRIGATION SUPPLIES			\$613.28	
293765	01/24/2024		Accounts Payable	Fast 5 Pico Rivera 5, LLC		\$114.00
	Invoice	Description			Amount	
	6694	CITY FLEET CAR WASHES	S DECEMBER 2023		\$114.00	
293766	01/24/2024		Accounts Payable	FCG Consultants, Inc		\$165,196.71
	Invoice	Description			Amount	
	1103-1021	PROFESSIONAL SVCS 08	/01/23-08/31/23, CIP 21353		\$3,119.28	
	1103-1020	PROF SVCS 07/01/23-07/3	1/23, CIP 21353		\$17,026.20	
	1103-1019	PROF SVCS 06/01/23-06/3	0/23, CIP 21353		\$23,925.00	
	1103-1018	PROF SVCS 05/01/23-05/3	1/23, CIP 21353		\$25,799.25	
	1103-1017	PROF SVCS 04/01/23-04/3	0/23, CIP 21353		\$7,813.87	

		PROF SVCS 03/01/23-0 PROF SVCS 02/01/23-0	1103-1016 1103-1015	
			1103-1015	
	31/23, CIP 21353	PROF SVCS 01/01/23-0		
		11101 0100 01/01/20-0	1103-1014	
	31/22	PROF SVCS 12/01/22-1	1103-1013	
	30/22, CIP 21353	PROF SVCS 11/01/22-1	1103-1012	
Fiesta Cooperative Inc.	Accounts Payable		01/24/2024	293767
		Description	Invoice	
	2023	DIAL-A-TAXI DECEMBE	231219	
Garcia, Jesus	Accounts Payable	01/25/2024	01/24/2024	293768
		Description	Invoice	
P 01/07/24-01/09/24	CONTRACT CITIES ASSOC TR	REIM FOR CALIFORNIA	0124CALIFCCA-JG	
GARCIA, JOHN, R.	Accounts Payable	01/26/2024	01/24/2024	293769
		Description	Invoice	
P 01/09/24-01/10/24	CONTRACT CITIES ASSOC TR	REIM FOR CALIFORNIA	0124CALIFCCA-JG	
GLOBAL BUILDERS INC.	Accounts Payable	01/25/2024	01/24/2024	293770
		Description	Invoice	
	IP 01/09/24-01/10/24	A CONTRACT CITIES ASSOC TRIP 01/09/24-01/10/24	Description REIM FOR CALIFORNIA CONTRACT CITIES ASSOC TRIP 01/09/24-01/10/24 01/25/2024 Accounts Payable GLOBAL BUILDERS INC.	Invoice Description 0124CALIFCCA-JG REIM FOR CALIFORNIA CONTRACT CITIES ASSOC TRIP 01/09/24-01/10/24

Number	Date	Description	Source	Payee Name		Transaction Amount
	PROGRESS PMT 1	PROF SVCS 11/27/23-12/11/	23, SENIOR CENTER TENANT	IMPROVEMENT	\$229,398.60	
	PROGRESS PMT 1-A	PROF SVCS 11/27/23-12/11/	/23, SENIOR CENTER TENANT	IMPROVEMENT	(\$11,469.93)	
293771	01/24/2024		Accounts Payable	Gopher Sport, Gopher Perform	ance, Moving	\$1,438.06
	Invoice	Description		Minds	Amount	
		•				
	IN342781	REACH SPARK SUPPLIES			\$1,438.06	
293772	01/24/2024	01/30/2024	Accounts Payable	HDL Coren & Cone		\$3,493.90
	Invoice	Description			Amount	
	SIN035396	CONTRACT SVCS PROPER	RTY TAX, JANUARY-MARCH 202	24	\$3,493.90	
293773	01/24/2024	01/25/2024	Accounts Payable	HERNANDEZ, JAVIER		\$176.38
	Invoice	Description			Amount	
	0124CALIFCCA-JH	REIM FOR CALIFORNIA CO	NTRACT CITIES ASSOC TRIP (01/07/24-01/10/24	\$176.38	
293774	01/24/2024	01/29/2024	Accounts Payable	Hi-Way Safety Inc.		\$387.16
	Invoice	Description			Amount	
	147767	GUARD RAIL AND STREET	SIGN SUPPLIES		\$387.16	
293775	01/24/2024		Accounts Payable	Hose-Man, Inc		\$307.56

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description		Amo	ount
	00052409	EQUIPMENT MAINTE	ENANCE SUPPLIES	\$153	3.78
	00052305	EQUIPMENT MAINTE	ENANCE SUPPLIES	\$153	3.78
293776	01/24/2024	01/30/2024	Accounts Payable	InfoSend, Inc	\$998.73
	Invoice	Description		Amo	ount
	254341	QUATERLY STATE N	MANDATED NOTICES TO CUSTOME	ERS \$998	3.73
293777	01/24/2024	01/29/2024	Accounts Payable	L.A. County Metropolitan Trans Authority(TA	nP) \$33.60
	Invoice	Description	•	Amo	
	6021727	METRO 30 DAY SEN	IOR PASS	\$33	3.60
293778	01/24/2024	01/30/2024	Accounts Payable	LA County Sheriffs Department	\$1,071,028.05
	Invoice	Description		Amo	ount
	241745EC	SHERIFF SVCS DEC	EMBER 2023	\$1,071,028	3.05
293779	01/24/2024	01/26/2024	Accounts Payable	LARA, ANDREW, C.	\$161.27
	Invoice	Description		Amo	punt
	0124CALIFCCA-AL	REIM FOR CALIFOR	NIA CONTRACT CITIES ASSOC TRI	P 01/07/24-01/09/24 \$16	1.27

Transaction Amount	Tra	Payee Name	Source	Description	Date	Number
\$7,865.00		Liebert Cassidy Whitmore	Accounts Payable		01/24/2024	293780
	Amount			Description	Invoice	
	\$1,302.00		EW AND REVISION	PERSONNEL RULES REV	258377	
	\$4,562.00	L	S THROUGH 12/31/23, GENER	PROFESSIONAL SERVIC	257745	
	\$2,001.00	OF MOUs-2023	S THROUGH 12/31/23, REVIEW	PROFESSIONAL SERVIC	258378	
\$400.00		On The Go DJ Pro, Inc	Accounts Payable	01/30/2024	01/24/2024	293781
	Amount			Description	Invoice	
	\$400.00		CENTER ON 02/15/2024	DJ PACKAGE AT SENIOR	1272918	
\$300.00		PARS	Accounts Payable	01/30/2024	01/24/2024	293782
	Amount			Description	Invoice	
	\$300.00		TH END 11/30/23	TRUST ADMIN SVCS MO	54765	
\$3,457.33		PB Loader Corporation	Accounts Payable	01/29/2024	01/24/2024	293783
	Amount			Description	Invoice	
	\$3,457.33			ASPHALT MATERIALS	IN0021135	
\$3,200.00	st Office	Postmaster-Santa Fe Springs Po	Accounts Payable		01/24/2024	293784
	Amount	, -	-	Description	Invoice	

Number	Date	Description	Source	Payee Name		Transaction Amount
	2024POSTMASTFEB	POSTAGE FOR FEBRUARY	' 2024, CHECK 5 FY 23/24		\$3,200.00	
293785	01/24/2024		Accounts Payable	PVP COMMUNICATIONS		\$220.00
	Invoice	Description			Amount	
	134117	RECERTIFICATION OF LIDA	AR		\$220.00	
293786	01/24/2024	01/30/2024	Accounts Payable	RHA LANDSCAPE ARCHITECTS-PL	ANNERS,	\$65.00
	Invoice	Description		INC.	Amount	
	1223007	PROFESSIONAL SVCS 11/2	26/23-12/25/23, 23126 ALEBRI.	JI DOG PARK	\$65.00	
293787	01/24/2024		Accounts Payable	Robert Klein Printers		\$99.22
	Invoice	Description			Amount	
	8017168	BUSINESS CARDS FOR FIE	ELD STAFF		\$99.22	
293788	01/24/2024	01/30/2024	Accounts Payable	Salgado Tire Service		\$25.00
	Invoice	Description			Amount	
	1764	TIRE REPAIR UNIT 285			\$25.00	
293789	01/24/2024		Accounts Payable	SELBERT PERKINS DESIGN, INC.		\$10,800.00
	Invoice	Description			Amount	

GE & FURNITURE \$10,800.00		Description	Date	Number
3E & FORWITORE \$10,000.00	2/31/23, PR CITY BRAND SIGNA	PROF SVCS 12/01/23-1:	20240071	
So Calif Edison Company	Accounts Payable	01/30/2024	01/24/2024	293790
Amount		Description	Invoice	
SS \$405.82	OUNT E/S 120 N/O DUNLAP CRO	SVC# 3583850, PARAM	7590532948	
State Controller's Office	Accounts Payable		01/24/2024	293791
	Accounts Payable	Description		293791
Amount		Description	Invoice	
01/22-12/31/22 \$901.86	S 2022 OFFSETS PROGRAM, 01/	STATE CONTROLLER'S	FTB-00005671	
State Water Resources Control Board (SWRCB)	Accounts Payable		01/24/2024	293792
Amount		Description	Invoice	
N NUNEZ 01/15/24 \$60.00	OPERATOR-D2 EXAM FOR JUA	WATER DISTRIBUTION	11524SWDO-D2-JN	
Tripepi, Smith and Associates, Inc.	Accounts Payable		01/24/2024	293793
Amount		Description	Invoice	
1/30/23 \$1,672.50	PPORT FOR PROJECT, 11/17/23-	COMMUNICATION SUP	11336	
Uhaul	Accounts Payable		01/24/2024	293794
Amount	·	Description	Invoice	
\$60.00 Inc. Amount \$1,672.50	Tripepi, Smith and Associates. 11/30/23	Accounts Payable Tripepi, Smith and Associates	WATER DISTRIBUTION OPERATOR-D2 EXAM FOR JUAN NUNEZ 01/15/24 Accounts Payable Tripepi, Smith and Associates, Description COMMUNICATION SUPPORT FOR PROJECT, 11/17/23-11/30/23 Accounts Payable Uhaul	11524SWDO-D2-JN WATER DISTRIBUTION OPERATOR-D2 EXAM FOR JUAN NUNEZ 01/15/24 01/24/2024 Accounts Payable Tripepi, Smith and Associates, Invoice Description 11336 COMMUNICATION SUPPORT FOR PROJECT, 11/17/23-11/30/23 01/24/2024 Accounts Payable Uhaul

Number	Date	Description	Source	Payee Name		Transaction Amount
	5403271702	PROPANE FOR ASPHALT MA	AINTENANCE		\$72.73	
293795	01/24/2024	01/30/2024	Accounts Payable	United Waterworks, Inc		\$818.06
	Invoice	Description			Amount	
	S100127135.001	PLANT MAINTENANCE SUPP	PLIES		\$818.06	
293796	01/24/2024	01/29/2024	Accounts Payable	West Coast Arborists, Inc		\$14,788.00
	Invoice	Description			Amount	
	206432-A	GRID PRUNING 10/1/23-10/1	5/23		\$6,036.00	
	206769-A-1	REMOVALS AND PLANTING	10/16/23-10/31/23		\$3,088.00	
	207805-A	REMOVALS AND PLANTING	11/1/23-11/15/23		\$1,056.00	
	209490	GRID PRUNING 12/16/23-12/3	31/23		\$3,168.00	
	209488	SVC REQUESTS PRUNING 1	2/16/23-12/31/23		\$1,440.00	
293797	01/30/2024		Utility Management Refund	ACTION STAR REALTY		\$98.77
293798	01/30/2024		Utility Management Refund	ALLENSWORTH AND ALLENS	WORTH INC.	\$83.16
293799	01/30/2024		Utility Management Refund	ARMAS, REBECCA		\$38.02
	Account Type	Description			Transaction Type	
	Single-Family Residential				Refund Adjustment	

Number	Date	Description	Source	Payee Name		Transaction Amount
293800	01/30/2024		Utility Management Refund	CARABIO, ALICE		\$110.32
293801	01/30/2024		Utility Management Refund	GAMBOA, ROBERTO		\$68.51
293802	01/30/2024		Utility Management Refund	JI BODY SHOP		\$53.30
293803	01/30/2024		Utility Management Refund	LECHUGA- CASTILLO, LIHON	G, XU	\$0.19
293804	01/30/2024		Utility Management Refund	ROMERO, STEVE		\$92.17
293805	01/30/2024		Utility Management Refund	SABEDRA, EZEKIEL		\$2.62
293806	01/30/2024		Utility Management Refund	SANTANA, LYDIA		\$3.30
293807	01/30/2024		Utility Management Refund	VANGINKEL, DAVID		\$843.06
	Account Type	Description			Transaction Type	
	Single-Family Residential				Refund Adjustment	
293808	01/31/2024		Accounts Payable	1st Jon Inc		\$136.03
	Invoice	Description			Amount	
	114829	COMMUNITY GARDENS RES	TROOM 1/16/24-2/12/24		\$136.03	
293809	01/31/2024		Accounts Payable	ADVANCE AUTO PARTS		\$846.28
	Invoice	Description			Amount	
	8810401733860	MECHANIC SHOP SUPPLIES			\$24.20	
	8810400854244	MECHANIC SHOP SUPPLIES			\$822.08	

Number	Date	Description	Source	Payee Name		Transaction Amount
293810	01/31/2024		Accounts Payable	Atkinson, Andelson, Loya,	Ruud & Romo	\$7,317.45
	Invoice	Description			Amount	
	703100	LEGAL SVCS DECEMBE	R 2023		\$7,317.45	
293811	01/31/2024		Accounts Payable	CINTAS CORP.		\$1,528.09
	Invoice	Description			Amount	
	8406607716	REPLENISH AND SERVI	CE FIRST AID KITS AND AED V	ARIOUS LOCATIONS	\$218.30	
	8406607517	REPLENISH AND SERVI	CE FIRST AID KITS AND AED V	ARIOUS LOCATIONS	\$1,309.79	
293812	01/31/2024		Accounts Payable	CivicWell		\$1,566.00
	Invoice	Description			Amount	
	107554	PROF SVCS 11/01/23-11	/30/23, 4-448 WHITTIER BLVD (CALTRANS GRANT	\$1,030.00	
	107555	PROF SVCS 11/01/23-11	/30/23, 4-449 WHITTIER BLVD \$	SPECIFIC PLAN	\$536.00	
293813	01/31/2024		Accounts Payable	County of Los Angeles Dep	ot of Public Works	\$2,136.07
	Invoice	Description			Amount	
	RE-PW24010804268	TS MAINTANCE THROU	GH DECEMBER 2023		\$118.33	
	RE-PW24010803918	IW THROUGH DECEMBE	ER 2023		\$2,017.74	
293814	01/31/2024		Accounts Payable	Daniels Tire Service		\$2,656.47

Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	200490798	COMMERCIAL TIRES FOR	CITY FLEET		\$2,264.89	
	200495264	COMMERCIAL TIRES FOR I	UNIT 386		\$391.58	
293815	01/31/2024		Accounts Payable	Department of Water and Power		\$8.33
	Invoice	Description			Amount	
	GA434066	WASHINGTON/PARAMOUN	IT DRAIN AND PIPELINE JAN	NUARY 2024	\$8.33	
293816	01/31/2024		Accounts Payable	Elisaldez , Louie		\$180.00
	Invoice	Description			Amount	
	LEIi-WINWk2-24	OFFICIATING SVCS 01/19/2	24		\$90.00	
	LEIi-WINWk3-24	OFFICIATING SVCS 01/26/2	4		\$90.00	
293817	01/31/2024		Accounts Payable	ELISALDEZ, LOUIS		\$270.00
	Invoice	Description			Amount	
	LKEIi-WINWK2-24	OFFICIATING SVCS 01/19/2	24-01/20/24		\$180.00	
	LKEIi-WINWk3-24	OFFICIATING SVCS 01/27/2	4		\$90.00	
293818	01/31/2024		Accounts Payable	Ewing Irrigation Products Inc		\$306.33
200.0	Invoice	Description		gga	Amount	4330 .00

Number	Date	Description	Source	Payee Name		Transaction Amount
'	21312368	IRRIGATION AND LANDSCAP	PING SUPPLIES		\$306.33	
293819	01/31/2024		Accounts Payable	FREE ENERGY SAVINGS COMPANY		\$148.70
	Invoice	Description			Amount	
	2023-00001280	REFUND FOR CANCELLED M	IECHANICAL PERMIT 9644 MAI	RJORIE ST	\$148.70	
293820	01/31/2024		Accounts Payable	GRID ALTERNATIVES		\$240.90
	Invoice	Description			Amount	
	2023-00002369	REFUND FOR CANCELLED P	V SOLAR PERMIT		\$240.90	
293821	01/31/2024		Accounts Payable	GRIFFITH COMPANY		\$296,872.15
	Invoice	Description	·		Amount	
	PROGRESS PMT 3	PROF SVCS 10/21/23-11/20/23	3, PR REGIONAL BIKEWAY PR	OJECT \$3	12,497.00	
	PROGRESS PMT 3-A	PROF SVCS 10/21/23-11/20/23	3, PR REGIONAL BIKEWAY PR	OJECT (\$	15,624.85)	
293822	01/31/2024		Accounts Payable	H & H BUILDERS & RESTORATION II	NC.	\$10,000.00
	Invoice	Description	•		Amount	
	2022-00000843	REFUND FOR WASTE MANAG	GEMENT DEPOSIT 9302-9320 \	WHITTIER \$	10,000.00	
293823	01/31/2024		Accounts Payable	HP ASSOCIATES		\$7,041.60

	Payee Name	Source	Description	Date	Number
Amount			Description	Invoice	
\$7,041.60	ALFOUR ST	NAGEMENT DEPOSIT 9326 BA	REFUND FOR WASTE	2022-00001883	
	Infinity Technologies	Accounts Payable		01/31/2024	293824
Amount			Description	Invoice	
\$10,205.00		, NOVEMBER 2023	GIS COORDINATION S	1993	
\$3,697.50		, DECEMBER 2023	GIS COORDINATION S	2072	
\$1,740.00		ER 2023	3DI PERMITTING DECE	2031	
	InfoSend, Inc	Accounts Payable		01/31/2024	293825
Amount			Description	Invoice	
\$3,262.87			POSTAGE 1/2/24-1/18/2	255440	
\$1,024.39		18/24	MAIL PREP SVCS 1/2/2	255439	
	Inland Empire Stages, LTD	Accounts Payable		01/31/2024	293826
Amount			Description	Invoice	
\$1,955.00	COVENTION 01/19/24	R QUILT SHOW IN ONTARIO	BUS TRANSPORATION	61102	
	Jas Pacific, Inc.	Accounts Payable		01/31/2024	293827
Amount			Description	Invoice	
	\$7,041.60 Amount \$10,205.00 \$3,697.50 \$1,740.00 Amount \$3,262.87 \$1,024.39 Amount \$1,955.00	Amount STOUR ST	Amount MANAGEMENT DEPOSIT 9326 BALFOUR ST \$7,041.60 Accounts Payable Infinity Technologies Amount VCS, NOVEMBER 2023 \$10,205.00 VCS, DECEMBER 2023 \$3,697.50 EMBER 2023 \$1,740.00 Accounts Payable InfoSend, Inc Amount 44 \$3,262.87 4-1/18/24 \$1,024.39 Accounts Payable Inland Empire Stages, LTD Amount I FOR QUILT SHOW IN ONTARIO COVENTION 01/19/24 \$1,955.00	Description Amount REFUND FOR WASTE MANAGEMENT DEPOSIT 9326 BALFOUR ST \$7,041.60 Accounts Payable Infinity Technologies Description Amount GIS COORDINATION SVCS, NOVEMBER 2023 \$10,205.00 GIS COORDINATION SVCS, DECEMBER 2023 \$3,697.50 3DI PERMITTING DECEMBER 2023 \$1,740.00 Accounts Payable InfoSend, Inc Description Amount POSTAGE 1/2/24-1/18/24 \$3,262.87 MAIL PREP SVCS 1/2/24-1/18/24 \$1,024.39 Accounts Payable Inland Empire Stages, LTD Description Amount BUS TRANSPORATION FOR QUILT SHOW IN ONTARIO COVENTION 01/19/24 \$1,955.00	Invoice Description

From Payment Date: 1/12/2024 - To Payment Date: 2/1/2024

Number	Date	Description	Source	Payee Name		Transaction Amount
	PC 6934	PLAN CHECK SVCS F	FOR CITY HALL 12/01/23-12/31/23		\$7,565.75	
	BI 14706	BUILDING INSPECTION	DN SVCS 12/01/23-12/31/23		\$500.00	
293828	01/31/2024		Accounts Payable	JMD (JM Diaz)		\$492.50
	Invoice	Description			Amount	
	005 (23-267)	PROF SVCS 11/01/23	-11/30/23, BARTOLO STORM DRA	IN	\$492.50	
293829	01/31/2024		Accounts Payable	Keenan & Associates		\$1,250.00
	Invoice	Description			Amount	
	300535	BENEFIT BRIDGE FE	E JANUARY 2024, INSTALLMENT	7	\$1,250.00	
293830	01/31/2024		Accounts Payable	Knowbe4, Inc		\$4,860.00
	Invoice	Description			Amount	
	INV304259	SECURITY AWARENE	ESS TRAINING SUBSCRIPTION 4/9	5/24-4/4/25	\$4,860.00	
293831	01/31/2024		Accounts Payable	L. A. Pressure Supply LLC		\$1,520.75
	Invoice	Description			Amount	
	19193	EQUIPMENT MAINTE	NANCE AND REPAIR		\$1,520.75	
293832	01/31/2024		Accounts Payable	LA County Sheriffs Department		\$15,387.66

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Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	241917EC	HELICOPTER SVC D	ECEMBER 2023		\$6,252.39	
	241859EC	PRV-TRANSIT/TRAN	SIENT DEPUTY 12/05/23-12/31/23		\$9,135.27	
293833	01/31/2024		Accounts Payable	LEAF CAPITAL FUNDING LLC		\$1,331.23
	Invoice	Description			Amount	
	15980176	Lease of Konica Minol	Ita C4070 Copier FY 23-24		\$1,331.23	
293834	01/31/2024		Accounts Payable	Martinez, Genevie		\$190.58
	Invoice	Description			Amount	
	640042-GM	REIMBURSEMENT F	OR RENEWAL OF NOTARY LIVE SV	CS 01/29/24	\$87.36	
	REIMSUPPLIES0124	REIMBURSEMENT F	OR DEPARTMENT SUPPLIES		\$103.22	
293835	01/31/2024		Accounts Payable	MeterSYS		\$19,726.00
	Invoice	Description			Amount	
	INV-000897	AMI IMPLEMENTATIO	ON THROUGH NOVEMBER 2023		\$19,726.00	
293836	01/31/2024		Accounts Payable	Minuteman Press		\$93.96
	Invoice	Description			Amount	
	70495	VARIOUS MAILERS 8	R POSTCARDS FOR PRIME-WEEKLY	Y ENROLLMENT NOTICES	\$93.96	

Number	Date	Description	Source	Payee Name		Transaction Amount
293837	01/31/2024		Accounts Payable	Moore Iacofano & Goltsman Inc		\$14,550.50
	Invoice	Description			Amount	
	0084538	PROF SVCS 12/01/23-1	12/31/23, PR MAJOR CORRIDOR	S MEDIAN & PARKWAY	\$4,963.50	
	0084537	PROF SVCS 12/01/23-1	12/31/23, ROSEMEAD BLVD MED	IAN AND PARKWAY	\$5,380.00	
	0084280	PROF SVCS 11/01/23-1	11/30/23, PR ROSEMEAD BLVD 8	MEDIAN	\$1,966.00	
	0084281	PROF SVCS 11/01/23-1	11/30/23, PR MAJOR CORRIDOR	S MEDIAN	\$2,241.00	
293838	01/31/2024		Accounts Payable	Nevco Inc		\$1,927.51
	Invoice	Description			Amount	
	0000257009	CSO SUPPLIES			\$1,927.51	
293839	01/31/2024		Accounts Payable	Norm Wilson & Sons, Inc.		\$7,500.00
	Invoice	Description			Amount	
	2022-00001703	REFUND FOR WASTE	MANAGEMENT DEPOSIT 7925 F	ROSEMEAD BLVD	\$7,500.00	
293840	01/31/2024		Accounts Payable	NV5, Inc.		\$287.50
	Invoice	Description			Amount	
	359204	PROF SVCS 09/01/23-0	09/30/23, 3900 BAYBAR RD		\$287.50	

Number	Date	Description	Source	Payee Name		Transaction Amount
293841	01/31/2024		Accounts Payable	Passage Entertainment		\$500.00
	Invoice	Description			Amount	
	10202023ADEPEI-4	ADAPTIVE DANCE EVENT 02	2/09/24		\$500.00	
293842	01/31/2024		Accounts Payable	Powerstride Battery Co. Inc.		\$95.71
	Invoice	Description			Amount	
	E 686780	BATTERY FOR GATOR AT S	MITH PARK		\$95.71	
293843	01/31/2024		Accounts Payable	RODRIGUEZ, CHRISTIAN, ARTURC		\$90.00
293043	01/31/2024		Accounts I ayable	NODNIGOEZ, CHNOTIAN, ARTONO	•	ψ30.00
	Invoice	Description			Amount	
	CRod-WINWk3-24	OFFICIATING SVCS 01/26/24	ı.		\$90.00	
293844	01/31/2024		Accounts Payable	ROJAS, JOSE & CLAUDIA		\$6,000.00
	Invoice	Description			Amount	
	2022-00001212	REFUND FOR WASTE MANA	AGEMENT DEPOSIT 6737 1/	2 PASSONS BLVD	\$6,000.00	
293845	01/31/2024		Accounts Payable	RUIZ, MIGUEL & ANDREA		\$7,200.00
	Invoice	Description			Amount	
	2023-00001040	REFUND FOR WASTE MANA	AGEMENT DEPOSIT 6110 1/	2 PICO VISTA RD	\$7,200.00	

Number	Date	Description	Source	Payee Name		Transaction Amount
293846	01/31/2024		Accounts Payable	Salgado Tire Service		\$110.00
	Invoice	Description			Amount	
	2082	TIRE REPAIR UNIT 285			\$20.00	
	2090	TIRE REPAIR UNIT 386			\$90.00	
293847	01/31/2024		Accounts Payable	SAMANIEGO, LETICIA & ANTONIO		\$4,500.00
	Invoice	Description			Amount	
	2021-00002185	REFUND FOR WASTE MANA	AGEMENT DEPOSIT 6101 CORD) AVENUE	\$4,500.00	
293848	01/31/2024		Accounts Payable	Target Specialty Products		\$944.47
	Invoice	Description			Amount	
	INVP501383907	WEED ABATEMENT MATER	IALS		\$944.47	
293849	01/31/2024		Accounts Payable	TechnoFit		\$425.00
	Invoice	Description			Amount	
	42170	SENIOR CENTER FITNESS (CENTER		\$425.00	
293850	01/31/2024		Accounts Payable	TEK Time Systems, Inc.		\$109.28
	Invoice	Description			Amount	
	2062377	TIME STAMP MAINTENANCE	E, CITY CLERK		\$109.28	

Number	Date	Description	Source	Payee Name		Transaction Amount
293851	01/31/2024		Accounts Payable	Tetra Tech, Inc		\$30,001.50
	Invoice	Description			Amount	
	52183810	PROFESSIONAL SVCS THE	ROUGH 12/31/23, PR WM RE	PLACEMENT	\$30,001.50	
000050	04/04/0004		Assessment Boundle	TICE For also continue to a		#000 F0
293852	01/31/2024		Accounts Payable	TKE Engineering Inc.		\$262.50
	Invoice	Description			Amount	
	2023-714	PROF SVCS 07/01/23-09/30)/23, BARTOLO DRAINAGE D	OITCH PROJECT	\$262.50	
293853	01/31/2024		Accounts Payable	Triangle Sports, Inc.		\$55.83
293033			Accounts I ayable	mangle oports, inc.		ψ55.05
	Invoice	Description			Amount	
	42364	WINTER BASKETBALL UNI	FORMS REORDER		\$55.83	
000054	04/04/0004		Assessment Bounds	Today Tashardaylar Iva		#4.000.00
293854	01/31/2024		Accounts Payable	Tyler Technologies, Inc.		\$1,000.00
	Invoice	Description			Amount	
	045-453439	CUSTOM INTERFACES			\$1,000.00	
293855	01/31/2024		Accounts Payable	VALIN CORPORATION		\$4,398.98
20000			7.000unto i ayabic	VALIN OOM ONTHON		ψ+,090.90
	Invoice	Description			Amount	
	3642252	VALVE FOR WATER DIVIS	ION		\$4,398.98	

Number	Date	Description	Source	Payee Name		Transaction Amount
293856	01/31/2024		Accounts Payable	West Coast Arborists, Inc		\$2,904.00
	Invoice	Description			Amount	
	209694	TREE REMOVALS AN	ND PLANTING 1/1/24-1/15/24		\$2,904.00	
293857	01/31/2024		Accounts Payable	West Coast Sand & Gravel, Inc.		\$769.92
	Invoice	Description			Amount	
	687360	SAND			\$769.92	
293858	02/01/2024		Accounts Payable	American Heritage Life Insurance	Со	\$48.64
	Invoice	Description			Amount	
	020124	SUPPLEMENTAL LIF	E INSURANCE FOR P/E 01/12/24 &	01/26/24	\$48.64	
293859	02/01/2024		Accounts Payable	BMG Money, Inc		\$372.65
	Invoice	Description			Amount	
	020124	EMPLOYEE DEDUCT	ION FOR P/E 01/26/24		\$372.65	
293860	02/01/2024		Accounts Payable	Franchise Tax Board		\$50.00
	Invoice	Description			Amount	
	020124	EMPLOYEE DEDUCT	ION FOR P/E 01/26/24		\$50.00	

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ransaction Amoun	Tra	Payee Name	Source	Description	Date	Number
\$57.25		Levying Officer	Accounts Payable		02/01/2024	293861
	Amount			Description	Invoice	
	\$57.25		N FOR P/E 01/26/24	EMPLOYEE DEDUCTIO	020124	
\$362.53		NUFIC	Accounts Payable		02/01/2024	293862
	Amount			Description	Invoice	
	\$362.53		NSURANCE FOR FEBRUARY 2024	SUPPLEMENTAL LIFE I	020124	
\$82.00		SEIU Local 721-COPE	Accounts Payable		02/01/2024	293863
	Amount			Description	Invoice	
	\$82.00		1/26/24	COPE FEES FOR P/E 0	020124	
\$190.91		Western Dental Services, Inc.	Accounts Payable		02/01/2024	293864
	Amount			Description	Invoice	
	\$190.91		HMO) FOR FEBRUARY 2024	DENTAL SERVICES (DF	020124	

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Number	Date	Description	Source	Payee Name		Transaction Amount
<u>EFT</u>						_
13131	01/17/2024	01/18/2024	Accounts Payable	AAA Electrical Supply, Inc.		\$1,908.12
	Invoice	Description			Amount	
	318101-00	ELECTRICAL SUPPLIE	S		\$1,908.12	
13132	01/17/2024	01/18/2024	Accounts Payable	Basic Benefits LLC		\$425.92
	Invoice	Description			Amount	
	IN2991178	FMLA EASE PLUS SVC	JANUARY 2023		\$425.92	
13133	01/17/2024	01/18/2024	Accounts Payable	BKF Engineers		\$11,230.50
	Invoice	Description			Amount	
	23121116	PROFESSIONAL SVCS	10/30/23-11/26/23, WHITTIER BI	RIDGE STUDY	\$11,230.50	
13134	01/17/2024	01/18/2024	Accounts Payable	Comlock Security Group		\$313.00
	Invoice	Description			Amount	
	840638	GATE REPAIR, CITY H.	ALL		\$313.00	
13135	01/17/2024	01/18/2024	Accounts Payable	Corporate Image Marketing, Inc		\$199.00
	Invoice	Description			Amount	
	2401632	PRIME 800 # FOR DEC	EMBER 2023		\$199.00	

Payee Name	Source	Description	Date	Number
Cosby Oil Company	Accounts Payable	01/18/2024	01/17/2024	13136
Amount		Description	Invoice	
\$1,952.12	LES 12/21/23-12/31/23	FUEL FOR CITY VEHIC	CL07635	
Factor County Name of County Inc.	Accounts Bounds	04/40/0004	04/47/0004	40407
Eastern County Newspaper Group, Inc.	Accounts Payable	01/18/2024	01/17/2024	13137
Amount		Description	Invoice	
\$1,200.00	EMENT FOR PRIME	HALF PAGE ADVERTIS	36362	
GENERAC POWER SYSTEMS INC.	Accounts Payable	01/18/2024	01/17/2024	13138
Amount		Description	Invoice	
\$2,756.31	CITY HALL	GENERATOR REPAIR,	93080-1	
GRM Information Management Services, Inc	Accounts Payable	01/18/2024	01/17/2024	13139
Amount	,	Description	Invoice	
\$214.00	SERVICES-DECEMBER 2023	MONTHLY SHREDDING	0495741	
\$52.68	OR CITY YARD DESTRUCTION	64 GAL BIN RENTAL FO	0495742	
Home Depot	Accounts Pavable	01/18/2024	01/17/2024	13140
Amount		Description	Invoice	. 3
	Cosby Oil Company Amount \$1,952.12 Eastern County Newspaper Group, Inc. Amount \$1,200.00 GENERAC POWER SYSTEMS INC. Amount \$2,756.31 GRM Information Management Services, Inc Amount \$214.00 \$52.68	Accounts Payable Cosby Oil Company Amount LES 12/21/23-12/31/23 \$1,952.12 Accounts Payable Eastern County Newspaper Group, Inc. Amount EMENT FOR PRIME \$1,200.00 Accounts Payable GENERAC POWER SYSTEMS INC. Amount CITY HALL \$2,756.31 Accounts Payable GRM Information Management Services, Inc Amount S SERVICES-DECEMBER 2023 DR CITY YARD DESTRUCTION \$52.68 Accounts Payable Home Depot	Description Amount FUEL FOR CITY VEHICLES 12/21/23-12/31/23 \$1,952.12 01/18/2024 Accounts Payable Eastern County Newspaper Group, Inc. Description Amount HALF PAGE ADVERTISEMENT FOR PRIME \$1,200.00 01/18/2024 Accounts Payable GENERAC POWER SYSTEMS INC. Description Amount GENERATOR REPAIR, CITY HALL \$2,756.31 01/18/2024 Accounts Payable GRM Information Management Services, Inc Description Amount MONTHLY SHREDDING SERVICES-DECEMBER 2023 \$214.00 64 GAL BIN RENTAL FOR CITY YARD DESTRUCTION \$52.68	01/17/2024 01/18/2024 Accounts Payable Cosby Oil Company Invoice Description Amount CL07635 FUEL FOR CITY VEHICLES 12/21/23-12/31/23 \$1.952.12 01/17/2024 01/18/2024 Accounts Payable Eastern County Newspaper Group, Inc. Invoice Description Amount 36362 HALF PAGE ADVERTISEMENT FOR PRIME \$1,200.00 01/17/2024 01/18/2024 Accounts Payable GENERAC POWER SYSTEMS INC. Invoice Description Amount 93080-1 GENERATOR REPAIR, CITY HALL \$2,756.31 01/17/2024 01/18/2024 Accounts Payable GRM Information Management Services, Inc Invoice Description Amount 0495741 MONTHLY SHREDDING SERVICES-DECEMBER 2023 \$214.00 0495742 64 GAL BIN RENTAL FOR CITY YARD DESTRUCTION \$52.68 01/17/2024 01/18/2024 Accounts Payable Home Depot

Number	Date	Description	Source	Payee Name		Transaction Amount
	781005665	JANITORIAL SUPPLII	ES FOR CITY YARD		\$72.83	
	779885136	JANITORIAL SUPPLII	ES FOR CITY YARD		\$312.14	
13141	01/17/2024	01/18/2024	Accounts Payable	I Copy, Inc (ibe digital)		\$1,934.78
	Invoice	Description			Amount	
	462480	RENEWAL 12/19/23-1	12/19/24, ACDI ADVANCE M&S		\$1,898.40	
	462473	MAINTENANCE AND	TONER EQUIPMENT		\$36.38	
13142	01/17/2024	01/18/2024	Accounts Payable	R-Doors, Inc		\$2,273.81
	Invoice	Description			Amount	
	121923	REPAIR OF EXIT BAR	RRIER, CITY HALL		\$369.00	
	121523	BARRIER ARM REPAIR, CITY HALL			\$789.61	
	11423	DOOR REPAIR, RIO I	DOOR REPAIR, RIO HONDO PARK			
	113623	DOOR REPAIR, RIO	VISTA PARK		\$828.20	
13143	01/17/2024	01/18/2024	Accounts Payable	RSG, Inc		\$150.00
	Invoice	Description			Amount	
	1011284	23-24 SUCCESSOR A	AGENCY SVCS		\$150.00	
13144	01/17/2024	01/18/2024	Accounts Payable	S & J Supply Co., Inc.		\$1,664.01

Number	Date	Description	Source	Payee Name	Transaction Amount	
	Invoice	Description		Amount		
	S100206195.006	MAINTENANCE SUPP	PLIES	\$315.87		
	S100216588.004	MAINTENANCE SUPP	PLIES	\$1,348.14		
13145	01/17/2024	01/18/2024	Accounts Payable	Shoeteria, Inc.	\$187.52	
	Invoice	Description		Amount		
	0059709-IN	SAFETY SHOES FOR	IGNACIO SANDOVAL	\$187.52		
13146	01/17/2024	01/18/2024	Accounts Payable	Stephen Doreck Equipment Rentals Inc.	\$12,372.53	
	Invoice	Description		Amount		
	23MS102-01	ON CALL EMERGENO	CY WATER SYSTEM REPAIR SVCS	\$12,372.53		
13147	01/17/2024	01/18/2024	Accounts Payable	Underground Service Alert of Southern California	\$212.89	
	Invoice	Description		Amount		
	23-242272	MONTHLY DATABAS	E TICKETS	\$73.39		
	1220230529	MONTHLY DATABAS	E TICKETS	\$139.50		
13148	01/17/2024	01/18/2024	Accounts Payable	United Rentals (North America), Inc	\$771.40	
	Invoice	Description	·	Amount		
	208638602-020	RELOCATE RENTAL	EQUIPMENT 11/16/23	\$771.40		

Number	Date	Description	Source	Payee Name		Transaction Amount
13149	01/17/2024	01/18/2024	Accounts Dayable	Vulcan Materials Co.		\$614.90
13149	01/17/2024	01/10/2024	Accounts Payable	vuican Materiais Co.		\$614.90
	Invoice	Description			Amount	
	73877440	ASPHALT MAINTENA	NCE		\$212.05	
	73887071	ASPHALT MAINTENA	NCE		\$223.42	
	73885315	ASPHALT MAINTENA	NCE		\$179.43	
13150	01/17/2024	01/18/2024	Accounts Payable	Waxie Sanitary Supply		\$1,412.02
	Invoice	Description	,	, ,,,	Amount	. ,
	82200594	JANITORIAL SUPPLIE	S FOR PARKS		\$1,412.02	
13151	01/17/2024	01/18/2024	Accounts Payable	Weck Laboratories Inc.		\$250.00
	Invoice	Description			Amount	
	W4A0505	WATER QUALITY SAM	MPLING		\$250.00	
13152	01/17/2024	01/18/2024	Accounts Payable	Willdan Engineering		\$24,891.50
13132	01/17/2024		Accounts Payable	Willdan Engineening		\$24,691.50
	Invoice	Description			Amount	
	00419455	PROFESSIONAL SVC	PROFESSIONAL SVCS THROUGH 11/24/23, PR REGIONAL BIKEWAY			
	00419423	PROFESSIONAL SVCS THROUGH 11/24/23, PR HOT SPOTS CM			\$567.50	

Number	Date	Description	Source	Payee Name		Transaction Amount
13153	01/11/2024	01/11/2024	Accounts Payable	US Bank Corporate Tru	ust Services	\$136,658.34
	Invoice	Description			Amount	
	01/11/2024	PR WATER AUTHOR	TY REVENUE BONDS, 1999 SERI	ES A JANUARY 2024	\$136,658.34	
13154	01/18/2024	01/19/2024	Accounts Payable	Delta Dental	(Delta Care)	\$2,323.50
	Invoice	Description			Amount	
	BE005849953	DENTAL SERVICES (DHMO) FOR JANUARY 2024		\$2,323.50	
13155	01/18/2024	01/19/2024	Accounts Payable	Lincoln Financial Group	0	\$1,596.70
	Invoice	Description			Amount	
	010124	SUPPLEMENTAL LIFE	E INSURANCE FOR JANUARY 202	4	\$1,596.70	
13156	01/18/2024	01/19/2024	Accounts Payable	MSA-Dental Pool		\$10,660.13
	Invoice	Description			Amount	
	010124	DENTAL SERVICES (DPPO) FOR JANUARY 2024		\$10,660.13	
13157	01/18/2024	01/19/2024	Accounts Payable	Nationwide Retirement	Solutions	\$4,433.20
	Invoice	Description			Amount	
	011824	EMPLOYEE/EMPLOY	ER CONTRIBUTIONS FOR P/E 01/	12/24 (401A)	\$4,433.20	

Number	Date	Description	Source	Payee Name	Transaction Amount
13158	01/18/2024	01/19/2024	Accounts Payable	Nationwide RS	\$1,162.62
	Invoice	Description		Amount	
	011824	PEHP BENEFIT/DEDUC	CTION FOR P/E 01/12/24	\$1,162.62	
13159	01/18/2024	01/19/2024	Accounts Payable	PRMPCEA	\$650.00
	Invoice	Description		Amount	
	011824	UNION DUES FOR P/E	01/12/24	\$650.00	
13160	01/18/2024	01/19/2024	Accounts Payable	SEIU Local 721	\$1,688.90
	Invoice	Description		Amount	
	011824	UNION DUES FOR P/E	01/12/24	\$1,688.90	
13161	01/18/2024	01/19/2024	Accounts Payable	The Lincoln National Life Insurance Company	\$12,744.28
	Invoice	Description		Amount	
	010124	GROUP LIFE, STD & LT	D PREMIUMS FOR JANUARY 2024	\$12,744.28	
13162	01/18/2024	01/18/2024	Accounts Payable	US Bank Corporate Trust Services (CalCard)	\$46,769.85
	Invoice	Description		Amount	
	Import - 12073	CalCard-December 2023	3	\$46,769.85	

Number	Date	Description	Source	Payee Name		Transaction Amount
13163	01/12/2024	01/12/2024	Accounts Payable	T-Mobile USA, Inc		\$2,671.04
	Invoice	Description			Amount	
	Import - 10898	Radio & Telecommunic	ation		\$2,671.04	
13164	01/12/2024	01/12/2024	Accounts Payable	So Calif Gas Company		\$535.27
	Invoice	Description			Amount	
	Import - 10899	GAS SVC-9633 BEVEF	RLY RD		\$535.27	
13165	01/16/2024	01/16/2024	Accounts Payable	Time Warner Cable		\$1,150.52
	Invoice	Description			Amount	
	Import - 10900	RADIO & TELECOMMI	NICATION		\$1,150.52	
13166	01/16/2024	01/16/2024	Accounts Payable	Frontier California		\$378.60
	Invoice	Description			Amount	
	Import - 10901	Radio & Telecommunic	ation		\$378.60	
13167	01/17/2024	01/17/2024	Accounts Payable	So Calif Edison Company		\$20,028.46
	Invoice	Description			Amount	
	Import - 10902	ELECTRIC SVC-5055 F	PASSONS BLVD		\$20,028.46	

Number	Date	Description	Source	Payee Name		Transaction Amount
13168	01/18/2024	01/18/2024	Accounts Payable	So Calif Edison Company		\$22,112.82
	Invoice	Description			Amount	
	Import - 12074	ELECTRIC SVC-VAR	IOUS LOCATIONS		\$22,112.82	
13169	01/19/2024	01/19/2024	Accounts Payable	So Calif Edison Company		\$16,316.37
	Invoice	Description			Amount	
	Import - 12075	ELECTRIC SVC-8431	SLAUSON AVE PED		\$16,316.37	
13170	01/19/2024	01/19/2024	Accounts Payable	Lowe's		\$5,452.28
	Invoice	Description			Amount	
	Import - 12076	BUILDING MAINTANG	CE SUPPLIES		\$5,452.28	
13171	01/19/2024	01/19/2024	Accounts Payable	So Calif Gas Company		\$562.08
	Invoice	Description			Amount	
	Import - 12078	GAS SVC-8751 COFF	FMAN PICO		\$562.08	
13172	01/23/2024	01/22/2024	Accounts Payable	Time Warner Cable		\$420.96
	Invoice	Description			Amount	
	Import - 12080	RADIO & TELECOMM	MINICATION		\$420.96	

Number	Date	Description	Source	Payee Name		Transaction Amount
13173	01/23/2024	01/22/2024	Accounts Payable	So Calif Edison Company		\$439.56
	Invoice	Description			Amount	
	Import - 12083	ELECTRIC SVC-5016	PASSONS BL		\$439.56	
13174	01/23/2024	01/22/2024	Accounts Payable	City of Pico Rivera		\$50.92
	Invoice	Description			Amount	
	Import - 12081	WATER SVC			\$50.92	
13175	01/23/2024	01/22/2024	Accounts Payable	So Calif Gas Company		\$1,770.86
	Invoice	Description			Amount	
	Import - 12082	GAS SVC-6615 PASS	ONS		\$1,770.86	
13176	01/24/2024	01/25/2024	Accounts Payable	A & D Transportation, L.P.		\$2,501.75
	Invoice	Description			Amount	
	013310	TRANSPORTATION F	OR WINTER CAMP FIELD TRIP O	N 12/28/23	\$522.50	
	013333	BUS TRANSPORATIO	ON FOR CASTLE PARK 01/15/24		\$679.25	
	013276	BUS TRANSPORATIO	ON FOR AQUARIUM OF THE PACIF	FIC ON 01/10/24	\$692.50	
	013312	BUS TRANSPORATIO	ON FOR JOHN INCREDIBLE PIZZA	ON 01/04/24	\$607.50	
13177	01/24/2024	01/25/2024	Accounts Payable	Airgas USA, LLC		\$116.69

Transaction Amount		Payee Name	Source	Description	Date	Number
	Amount			Description	Invoice	
	\$116.69		LIES	MAINTENANCE SUPPI	9145622312	
\$1,069.29		Aramark	Accounts Payable	01/25/2024	01/24/2024	13178
	Amount			Description	Invoice	
	\$356.43		CS	UNIFORM RENTAL SV	5860253163	
	\$356.43		rcs	UNIFORM RENTAL SV	5860255905	
	\$356.43		rcs	UNIFORM RENTAL SV	5860258539	
\$464.10	, Inc.	Complete Printing Solutions, I	Accounts Payable	01/25/2024	01/24/2024	13179
	Amount			Description	Invoice	
	\$464.10		OR WATER DIV.	CUSTOM PRINTING FO	48871	
\$11,400.64		Cosby Oil Company	Accounts Payable	01/25/2024	01/24/2024	13180
	Amount			Description	Invoice	
	\$6,466.24		CLES 1/4/24-1/10/24	FUEL FOR CITY VEHIC	CL08270	
	\$4,934.40		CLES 1/11/24-1/20/24	FUEL FOR CITY VEHIC	CL08858	
\$1,628.95	IATION, INC.	COSTAR REALTY INFORMA	Accounts Payable	01/25/2024	01/24/2024	13181
	Amount			Description	Invoice	

Number	Date	Description	Source	Payee Name		Transaction Amount
	120559247	REAL ESTATE ONLIN	IE FOR JANUARY 2024		\$1,628.95	
13182	01/24/2024	01/25/2024	Accounts Payable	DIEGO'S AUTO REPAIR		\$18,021.26
	Invoice	Description			Amount	
	29597	MAINTENANCE AND	MAINTENANCE AND REPAIR OF UNIT 288			
13183	01/24/2024	01/25/2024	Accounts Payable	Garvey Equipment Company		\$141.28
	Invoice	Description			Amount	
	158440	SPECIAL EVENT GEN	NERATOR MAINTANCE		\$141.28	
13184	01/24/2024	01/25/2024	Accounts Payable	Home Depot		\$998.89
	Invoice	Description			Amount	
	781005673	JANITORIAL SUPPLIE	ES FOR PARKS		\$603.97	
	779434901	JANITORIAL SUPPLIE	ES FOR PARKS		\$394.92	
13185	01/24/2024	01/25/2024	Accounts Payable	I Copy, Inc (ibe digital)		\$1,590.86
13103			Accounts Fayable	i copy, inc (ibe digital)		φ1,590.60
	Invoice	Description			Amount	
	462813	MAINTENANCE AND	TONER EQUIPMENT SENIOR CEN	NTER	\$18.19	
	462918	CONTRACT OVERAG	SE CHARGE 12/18/23-1/17/24		\$0.67	
	462961	MAINTENANCE AND	TONER EQUIPMENT HOUSING		\$36.38	

Number	Date	Description	Source	Payee Name	Transaction Amount
	462917	CONTRACT OVERAG	SE CHARGE 12/17/23-1/16/24	\$1	,535.62
13186	01/24/2024	01/25/2024	Accounts Payable	Lu's Lighthouse Inc.	\$3,078.71
	Invoice	Description			Amount
	01256809	SAFETY LIGHTS FOR	RFLEET	\$1	,129.50
	01251355	SIGNAL & SAFETY A	RROW BOARD	\$1	,949.21
13187	01/24/2024	01/25/2024	Accounts Payable	Nationwide Environmental Services	\$125,031.76
	Invoice	Description			Amount
	33671	GRAFFITI ABATEMEN	NT DECEMBER 2023	\$29	,618.22
	33733	STREET SWEEPING	SVCS JANUARY 2023	\$59	,913.44
	33734	BUS SHELTER MAIN	TENANCE JANUARY 2023	\$20	,946.42
	33753	CATCH BASIN CLEAR	NING SVCS DECEMBER 2023	\$8	3,212.50
	33777	FUEL ADJUSTMENT	DECEMBER 2023	\$6	5,341.18
13188	01/24/2024	01/25/2024	Accounts Payable	Ocean Blue Environmental Services, Inc	\$15,281.07
13100			Accounts Payable		
	Invoice	Description			Amount
	39215	HAZARDOUS WASTE	ECLEAN UP, SAN GABRIEL RIVER	R/SLAUSON \$15	5,281.07
13189	01/24/2024	01/25/2024	Accounts Payable	Red Wing Shoe Store	\$800.00
13108	01/24/2024	01/23/2024	Accounts Fayable	Ned Willy Slide Stole	φουυ.υυ

Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	3-2-126712	SAFETY SHOES FOR	JACK NEWBURN		\$200.00	
	233-2-102613	SAFETY SHOES FOR I	RAY URIBE		\$200.00	
	12-1-158637	SAFETY SHOES FOR A	ANTHONY PARRA		\$200.00	
	702-1-18575	SAFETY SHOES FOR	JOSE R. GUTIERREZ		\$200.00	
13190	01/24/2024	01/25/2024	Accounts Payable	RSG, Inc		\$350.00
	Invoice	Description	,	-,	Amount	******
	1011331	MHP RSO ADMINISTRA	ATION SERVICES FOR DECEMB	ER 2023	\$350.00	
13191	01/24/2024	01/25/2024	Accounts Payable	S & S LaBarge Golf Inc		\$16,388.30
	Invoice	Description			Amount	
	319	Expense Reimbursemer	nt- December 2023		\$16,388.30	
13192	01/24/2024	01/25/2024	Accounts Payable	Southland Transit Inc		¢41 605 97
13192			Accounts Payable	Southland Transit, Inc.		\$41,605.87
	Invoice	Description			Amount	
	PRDECEMBER-2023	PR DIAL A RIDE SERV	ICE FOR DECEMBER 2023		\$41,605.87	
13193	01/24/2024	01/25/2024	Accounts Payable	The Sherwin-Williams Co.		\$2,853.11
	Invoice	Description			Amount	

Number	Date	Description	Source	Payee Name		Transaction Amount
	2686-8	PAINT SUPPLIES			\$1,899.25	
	39214191510124	GRAFFITI REMOVAL	SUPPLIES		\$141.10	
	41046191510124	GRAFFITI ABATEMEN	NT SUPPLIES		\$812.76	
13194	01/24/2024	01/25/2024	Accounts Payable	Tristar Risk Management		\$3,450.00
	Invoice	Description			Amount	
	115958	GENERAL LIABILITY	FEES FEBRUARY 2024		\$3,450.00	
13195	01/24/2024	01/25/2024	Accounts Payable	Varos, Michael		\$180.00
	Invoice	Description			Amount	
	MVar-WinWk1-24	OFFICIATING SVCS (01/12/24-01/13/24		\$180.00	
13196	01/24/2024	01/25/2024	Accounts Payable	Vulcan Materials Co.		\$293.40
	Invoice	Description			Amount	
	73883441	ASPHALT MAINTENA	NCE		\$171.92	
	73889431	ASPHALT MAINTENA	NCE		\$121.48	
13197	01/24/2024	01/25/2024	Accounts Payable	Weck Laboratories Inc.		\$680.00
	Invoice	Description	-		Amount	
	W4A0420	WATER QUALITY SA	MPLING		\$250.00	

Number	Date	Description	Source	Payee Name		Transaction Amount
	W4A1234	WATER QUALITY SA	MPLING		\$180.00	
	W4A1233	WATER QUALITY SA	MPLING		\$250.00	
13198	01/24/2024	01/25/2024	Accounts Payable	Willdan Engineering		\$2,732.00
	Invoice	Description			Amount	
	00338400	PROF SVCS THROUG	GH 11/24/23, WHITTIER BL STPL 2	\$1,188.00		
	00338401	PROF SVCS THROUG	GH 11/24/23, HSIP CYCLE 8 E-76 F	\$577.50		
	00338402	PROF SVCS THROUG	PROF SVCS THROUGH 11/24/23, MINES AVE REGIONAL BIKEWAY			
	00338403	PROF SVCS THROUG	GH 11/24/23, PR ATP6 MASTER PI	\$398.00		
	00338398	PROF SVCS THROUG	GH 11/24/23, HSIP CYCLE 7: 19 IN	TER ON BEVERLY BL	\$96.00	
	00338399	PROF SVCS THROUG	GH 11/24/23, WASHINGTON BLVD	BRIDGE	\$420.00	
13199	01/24/2024	01/24/2024	Accounts Payable	So Calif Edison Company		\$23,347.21
	Invoice	Description			Amount	
	Import - 12084	ELECTRIC SVC-8547	& 9517 BEVERLY BL		\$23,347.21	
13200	01/24/2024	01/24/2024	Accounts Payable	So Calif Gas Company		\$1,854.92
.5255	Invoice	Description	, 15555 	- 2 Ga Gas Gspay	Amount	ţ.,501.02
	Import - 12085	GAS SVC-9530 SHAD	E		\$1,854.92	

Number	Date	Description	Source	Payee Name		Transaction Amount
13201	01/25/2024	01/25/2024	Accounts Payable	Frontier California		\$478.76
	Invoice	Description			Amount	
	Import - 12086	Radio & Telecommunio	cation		\$478.76	
13202	01/25/2024	01/25/2024	Accounts Payable	So Calif Edison Company		\$137.97
	Invoice	Description			Amount	
	Import - 12087	ELECTRIC SVC-VARI	OUS LOCATIONS		\$137.97	
13203	01/26/2024	01/26/2024	Accounts Payable	Office Depot		\$3,098.67
	Invoice	Description			Amount	
	Import - 12088	Office Supplies			\$3,098.67	
13204	01/26/2024	01/26/2024	Accounts Payable	So Calif Edison Company		\$676.84
	Invoice	Description			Amount	
	Import - 12089	ELECTRIC SVC-3850	BERKSHIRE & 9717 LUNDAHL		\$676.84	
13205	01/26/2024	01/26/2024	Accounts Payable	Time Warner Cable		\$250.52
	Invoice	Description			Amount	
	Import - 12090	RADIO & TELECOMM	INICATION		\$250.52	

Number	Date	Description	Source	Payee Name		Transaction Amount
13206	01/29/2024	01/31/2024	Accounts Payable	So Calif Edison Company		\$25,621.67
	Invoice	Description			Amount	
	Import - 12091	ELECTRIC SVC-4670 ROSE	MEAD		\$25,621.67	
13207	01/30/2024	01/31/2024	Accounts Payable	City of Pico Rivera		\$1,704.26
	Invoice	Description			Amount	
	Import - 12092	WATER SVC			\$1,704.26	
13208	01/31/2024		Accounts Payable	Aramark		\$356.43
13200	01/31/2024		Accounts Fayable	Alamark		ф330.43
	Invoice	Description			Amount	
	5860261201	UNIFORM RENTAL SVCS			\$356.43	
13209	01/31/2024		Accounts Payable	BACLIG, ANTHONY		\$168.00
	Invoice	Description			Amount	
	145350	TAI CHI 01/09/24-01/30/24			\$168.00	
13210	01/31/2024		Accounts Payable	Baker Electric Inc		\$61,929.56
	Invoice	Description	,		Amount	, , , , , , , , , , , , , , , , , , , ,
	PROGRESS PMT-RET	FEDERAL PROJECT NO. HS	SIPL-5351-(035)		\$61,929.56	

Number	Date	Description	Source	Payee Name	Transaction Amoun
13211	01/31/2024		Accounts Payable	Cobian, Sr., Luis	\$600.00
	Invoice	Description		Amo	unt
	145315-145319	NIPPON KEMPO AND	D LITTLE SAMURAI, 01/10/24-01/31/	24 \$600	.00
13212	01/31/2024		Accounts Payable	Danielle Eileen Ruiz	\$280.00
	Invoice	Description		Amo	unt
	145258	BEGINNERS YOGA	NSTRUCTOR 01/08/24-01/31/24	\$280	.00
13213	01/31/2024		Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES,	\$2,507.9
	Invoice	Description		INC.	unt
	81873203	CITYWIDE COPIERS	LEASE 2/1/24-2/29/24	\$2,507	.93
13214	01/31/2024		Accounts Payable	DIEGO'S AUTO REPAIR	\$1,412.25
	Invoice	Description		Amo	unt
	30132	FLEET MAINTENANC	CE AND REPAIR, UNIT 209	\$157	.58
	30116	FLEET MAINTENANC	CE AND REPAIR, UNIT 262	\$1,254	.67
13215	01/31/2024		Accounts Payable	Eastern County Newspaper Group, Inc.	\$1,044.20
	Invoice	Description		Amo	unt
	36398	LEGAL AD 2024-2025	CDBG FUNDED PROGRAM	\$1,044	.20

Number	Date	Description	Source	Payee Name		Transaction Amount
13216	01/31/2024		Accounts Payable	Home Depot		\$186.72
	Invoice	Description			Amount	
	784204802	JANITORIAL SUPPLIE	S FOR CITY HALL		\$186.72	
13217	01/31/2024		Accounts Payable	Interwest Consulting Group		\$1,035.00
	Invoice	Description			Amount	
	92019	PROF SVCS 10/01/23-	10/31/23, 9257 SLAUSON PLAN CH	IECK	\$140.00	
	92453	PROF SVCS 11/01/23-	11/30/23, 4820 DURFEE AVE PLAN	CHECK	\$895.00	
13218	01/31/2024		Accounts Payable	JCL Traffic Services		\$2,921.91
	Invoice	Description	,		Amount	. ,
	122672	TRAFFIC CONTROL M	ATERIALS & STREET SIGNS		\$413.44	
	122671	"NO PARKING" SIGNS			\$496.13	
	122670	TRAFFIC CONTROL M	ATERIALS & STREET SIGNS		\$136.71	
	122656	TRAFFIC CONTROL M	ATERIALS & STREET SIGNS		\$1,875.63	
13219	01/31/2024		Accounts Payable	John L Hunter & Associates Inc.		\$27,449.16
	Invoice	Description			Amount	
	PR1MS412308	PROF SVCS 08/01/23-	08/31/23, NPDES PROGRAM SERV	/ICES	\$6,537.50	

Number	Date	Description	Source	Payee Name		Transaction Amount
	PR1MS412310	PROF SVCS 10/01/23-10	0/31/23, NPDES PROGRAM SER	VICES	\$13,098.41	
	PR1MS412309	PROF SVCS 09/01/23-09	9/30/23, NPDES PROGRAM SER	VICES	\$7,813.25	
13220	01/31/2024		Accounts Payable	Nationwide Cost Recovery Ser	vices, LLC	\$376.00
	Invoice	Description			Amount	
	PR M119-A	PROFESSIONAL SVCS	12/01/23-12/31/23, FORECLOSU	RE PROGRAM	\$376.00	
13221	01/31/2024		Accounts Payable	Serrano, Leon		\$1,959.60
10221	Invoice	Description	, toodanie i ayabie	Contains, Econ	Amount	ψ1,000.00
		•				
	145327-145335	TIKITAKA SOCCER 01/0	9/24-01/30/24		\$1,959.60	
13222	01/31/2024		Accounts Payable	Silva, Luz		\$693.00
	Invoice	Description			Amount	
	145270	ZUMBA CLASS 01/09/24	-01/30/24		\$693.00	
13223	01/31/2024		Accounts Payable	Tanko Streetlighting, Inc		\$3,421.44
	Invoice	Description			Amount	
	69370	STREET LIGHT MAINTE	NANCE AND REPAIR NOV 2023		\$1,140.48	
	69369	STREET LIGHT MAINTE	NANCE AND REPAIR DEC 2023		\$1,140.48	
	69368	STREET LIGHT MAINTE	NANCE AND REPAIR DEC 2023		\$1,140.48	

From Payment Date: 1/12/2024 - To Payment Date: 2/1/2024

Number	Date	Description	Source	Payee Name	•	Transaction Amount
13224	01/31/2024		Accounts Payable	The Sherwin-Williams Co.		\$2,447.38
	Invoice	Description			Amount	
	3565-3	PAINT SUPPLIES			\$115.65	
	3539-8	PAINT FOR GRAFFITI RE	EMOVAL		\$2,331.73	
13225	01/31/2024		Accounts Payable	TRC ENGINEERS, INC		\$213.92
	Invoice	Description			Amount	
	42499	PROF SVCS THROUGH	11/30/23, WHITTIER LANDSCA	PE CONSTRUCTION	\$213.92	
13226	01/31/2024		Accounts Payable	Varos, Michael		\$360.00
	Invoice	Description			Amount	
	MVar-WINWk2-24	OFFICIATING SVCS 01/1	9/24-01/20/24		\$180.00	
	MVar-WINWk3-24	OFFICIATING SVCS 01/2	6/24-01/27/24		\$180.00	
13227	01/31/2024		Accounts Payable	Vulcan Materials Co.		\$126.84
	Invoice	Description			Amount	
	73897321	ASPHALT MAINTENANCI	Ē		\$126.84	
13228	01/31/2024		Accounts Payable	Water Replenishment District of	So. California	\$137,123.91

user: Georgina Maldonado Pages: 54 of 57 Thursday, February 1, 2024

Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	3853-113023	GROUND WATER PR	CODUCTION & ASSESSMENT NOV	/EMBER 2023	\$137,123.91	
13229	01/31/2024		Accounts Payable	Weck Laboratories Inc.		\$1,610.00
	Invoice	Description			Amount	
	W4A2337	WATER QUALITY SA	MPLING		\$170.00	
	W3C0724	WATER QUALITY SA	MPLING		\$600.00	
	W3F2677	WATER QUALITY SA	MPLING		\$60.00	
	W3H1025	WATER QUALITY SA	MPLING		\$600.00	
	W3F2673	WATER QUALITY SA	MPLING		\$180.00	
13230	01/31/2024		Accounts Payable	Willdan Engineering		\$48,545.75
	Invoice	Description			Amount	
	00626829	PROF SVCS THROU	GH 11/24/23, TELEGRAPH BRIDGE	EREPAIR	\$1,152.00	
	00626852	PROF SVCS THROUG	GH 11/24/23, PR UNDERPASS DRA	AINAGE	\$9,311.75	
	00419582	PROF SVCS THROUG	GH 12/29/23, PR MAJOR CORRIDO	OS MEDIAN PARKWAY	\$3,056.00	
	00419583	PROF SVCS THROU	GH 12/29/23, ROSEMEAD BLVD M	\$3,056.00		
	00230449	PROF SVCS THROUG	GH 11/30/23, BUILDING INSPECTO	DR .	\$17,250.00	
	00230965	PROF SVCS THROUG	GH 12/31/23, BUILDING INSPECTO)R	\$14,720.00	

Number	Date	Description	Source	Payee Name		Transaction Amount
13231	01/30/2024	01/31/2024	Accounts Payable	City of Pico Rivera		\$71.44
	Invoice	Description			Amount	
	Import - 12093	WATER SVC			\$71.44	
13232	01/31/2024	01/31/2024	Accounts Payable	City of Pico Rivera		\$25,887.42
	Invoice	Description			Amount	
	Import - 12094	WATER SVC			\$25,887.42	
13233	02/01/2024		Accounts Payable	Nationwide Retirement Solutions		\$18,647.52
10200			Accounts I ayable	Nationwide Nethernerit Colutions		Ψ10,047.32
	Invoice	Description			Amount	
	020124	EMPLOYEE/EMPLOY	ER CONTRIBUTIONS FOR P/E 01/	/26/24 (401A)	\$18,647.52	
13234	02/01/2024		Accounts Payable	Nationwide RS		\$1,162.62
	Invoice	Description			Amount	
	020124	PEHP BENEFIT/DEDU	JCTION FOR P/E 01/26/24		\$1,162.62	
13235	02/01/2024		Accounts Payable	PRMPCEA		\$637.00
	Invoice	Description			Amount	
	020124	UNION DUES FOR P/	E 01/26/24		\$637.00	

From Payment Date: 1/12/2024 - To Payment Date: 2/1/2024

	Date	Description	Source	Payee Name		Transaction Amount
13236 0	02/01/2024		Accounts Payable	SEIU Local 721		\$1,753.34
Ir	nvoice	Description			Amount	
0	020124	UNION DUES FOR P	/E 01/26/24		\$1,753.34	
Type EFT To	otals:					\$1,010,706.33
CBC GenOp	oe - CBC General C	Operating Totals				
Grand Total	ls:					
		Checks	Status		Transaction Amount	
			Total		\$3,203,403.49	
		EFTs	Status		Transaction Amount	
		<u></u>				
			Total		\$1,010,706.33	

Status

Total

ΑII

Transaction Amount

\$4,214,109.82



To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: APPROVE A RESOLUTION ESTABLISHING JOB

CLASSIFICATIONS FOR THE FULL-TIME STREET MAINTENANCE SUPERVISOR, SENIOR ENGINEER, BUDGET AND FINANCIAL ANALYST, SENIOR HUMAN RESOURCES TECHNICIAN AND HUMAN RESOURCES

COORDINATOR

Recommendation:

 Approve a resolution (Enclosure 1) establishing job classifications (Exhibits A and B) for the Street Maintenance Supervisor, Senior Engineer, Budget and Financial Analyst, Senior Human Resources Technician, and Human Resources Coordinator.

Fiscal Impact:

The salary and benefits for these positions are approximately as follows: Street Maintenance Supervisor - \$170,199 per fiscal year (FY) Account No. 100.40.4030; Senior Engineer - \$192,397 per FY Account No. 100.40.4010 – 10%, 202.40.4010 – 70%, 550.40.4900 – 20%; Budget and Financial Analyst - \$167,517 per FY Account No. 100.20.2015; Senior Human Resources Technician - \$154,030 per FY Account No. 100.60.6000; Human Resources Coordinator - \$141,596 per FY Account No. 100.60.6000. Sufficient funding has been appropriated in the FY 2023-24 Adopted Budget. No additional funding is needed for any of these positions.

Background:

Job descriptions are essential to recruitment, training, and development of the workforce as they identify employees' tasks and responsibilities, as well as how they directly support the organization's vision and goals. As part of the Human Resources Strategic Plan towards organizational sustainability, the department has developed a plan to update the City's Job Descriptions, as they have not been modified for a number of years to reflect the changing duties affected by enhanced technologies, priority initiatives, elimination of

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
APPROVE A RESOLUTION ESTABLISHING JOB CLASSIFICATIONS FOR THE FULLTIME STREET MAINTENANCE SUPERVISOR, SENIOR ENGINEER, BUDGET AND
FINANCIAL ANALYST, SENIOR HUMAN RESOURCES TECHNICIAN AND HUMAN
RESOURCES COORDINATOR
Page 2 of 3

redundancy, etc. In addition, some of these classifications necessitate specific details about tasks and required experience.

Discussion:

The City recognizes that the roles and abilities of employees have adapted to advancements in technology and the shift towards shared responsibilities. Moreover, revising the job descriptions to accurately reflect the work being done, and the true responsibilities of the position, may help identify gaps or overlap in the workforce. A current, accurate job description is an excellent tool for managers to use as a guide for discussions with employees about performance excellence, deficiencies, needs for skills development, teamwork, organizational changes and/or career progress. It is also a transparency tool used to describe responsibilities and duties to potential applicants and future employees. The use of updated, descriptive, and accurate position classifications and titles is crucial in advertising job openings and conducting market studies to ensure that staff are recruited for the workforce demands of the City. In general, transitioning to more specific position classifications will have a positive impact on the City, as it will help ensure that skills, roles, and career paths are better aligned.

As a result, the Human Resources Department (HR) has been working diligently and systematically in reviewing the position classifications, particularly for vacant positions that require recruitment and updating them according to the specific needs of each department. We have accomplished this by working closely with each department and to better understand the needs of the department, as it pertains to each of these roles. Additionally, we have conducted studies of like positions throughout cities and reviewed and compared their current job descriptions to those we are developing and updating. We have also worked closely with our unions to ensure their input and alignment in the revision of the job description.

Although the City has titles such as Technician, Coordinator, Analyst, the job descriptions are not specific to those Coordinators and Technicians who work in the department of Human Resources and Analyst who works within the Finance Department. These job descriptions do not allow for specific tasks within their perspective departments. For example, a Human Resources Coordinator has recruitment responsibilities that require job posting, scheduling interviews, conducting on-boarding of new hires. The Human Resources Technician oversees complex benefits and retirement programs. They utilize program specific systems, and they handle highly sensitive and confidential information, which require specialized experience in Human Resource in pension guidelines, health benefit management, and other employee services. The Budget Analyst and Finance Analyst position will perform a variety of advanced level professional work for the Budget Division within the Administrative Services department. The position will participate in the activities and operations of the Budget Division, including preparation of the City's

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
APPROVE A RESOLUTION ESTABLISHING JOB CLASSIFICATIONS FOR THE FULLTIME STREET MAINTENANCE SUPERVISOR, SENIOR ENGINEER, BUDGET AND
FINANCIAL ANALYST, SENIOR HUMAN RESOURCES TECHNICIAN AND HUMAN
RESOURCES COORDINATOR
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proposed and final budgets, preparation of regular financial reports and analysis, preparing the City's operating and capital budget, conduct in-depth financial analysis and forecasting, maintain accurate and updated records for all grant data and grant tracking procedures, develop reporting schedules for each grant received to ensure timeliness of required program and financial reports, analyze budget requests, identify discrepancies, and provide recommendations for aligning requests with available resources. The major changes for the title of Street Supervisor include a separate and singular job description for Street Maintenance Supervisor. The position manages and directs the maintenance and repair of streets, curbs and gutters, sidewalks, medians, roadway potholes, streetlights, parkway trees, weed abatement, signs, striping and traffic signals. Additionally, there are grammatical enhancements integrated into the updates.

Moving forward, HR will continue to review and collaborate with individual departments to tailor each position classification based on the relevant role, title, specialization, and expectations of the position.

Conclusion:

Staff recommends that the City Council approve a resolution adopting the job classifications for the Street Maintenance Supervisor, Senior Engineer, Budget and Financial Analyst, Senior Human Resources Technician, and Human Resources Coordinator. The salary schedules for these positions will remain the same and there are no changes to the budgeted salary and benefits of these positions.

Steve Carmona

SC:KS:sp

Enclosure: 1) Resolution/Exhibit A and Exhibit B

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ESTABLISHING JOB CLASSIFICATIONS FOR THE FULL-TIME STREET MAINTENANCE SUPERVISOR, SENIOR ENGINEER, BUDGET AND FINANCIAL ANALYST, SENIOR HUMAN RESOURCES TECHNICIAN AND HUMAN RESOURCES COORDINATOR

WHEREAS, the City Council of the City of Pico Rivera seeks to establish new classifications, and job descriptions for the Street Maintenance Supervisor, Senior Engineer, Budget and Financial Analyst, Senior Human Resources Technician, and Human Resources Coordinator positions; and

WHEREAS, it is agreeable and desirable to define and establish the terms and conditions of employment applicable to Street Maintenance Supervisor, Senior Engineer, Budget and Financial Analyst, Senior Human Resources Technician, and Human Resources Coordinator; and

WHEREAS, this Resolution shall remain in effect until superseded by a subsequent resolution concerning this matter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

<u>SECTION 1</u>. The job descriptions for the positions of "Street Maintenance Supervisor, Senior Engineer, Budget and Financial Analyst, Senior Human Resources Technician, and Human Resources Coordinator" as reviewed and approved by Human Resources and the members of the Pico Rivera Mid Managers and Professional & Confidential Employees Association as set forth in Exhibit "A" attached hereto is hereby adopted.

<u>SECTION 2</u>. The Salary Schedules for Street Maintenance Supervisor, Senior Engineer, Budget and Financial Analyst, Senior Human Resources Technician, and Human Resources Coordinator, as set forth in Exhibit "B" is hereby established.

SECTION 3. The City Council reserves the right and discretion to review and amend this Resolution as it deems necessary.

SECTION 4. The City Clerk shall attest to the passage of this resolution, and it shall thereupon be in full force effect.

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APPROVED AND PASSED this 13th	day of <u>February,</u> 2024.
	Andrew C. Lara, Mayor
ATTEST:	APPROVED AS TO FORM:
Cynthia Ayala, CMC, City Clerk	Arnold M. Alvarez-Glasman, City Attorney
AYES: NOES:	

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EXHIBIT "A"

STREET MAINTENANCE SUPERVISOR

GENERAL PURPOSE

Under general direction, plans, organizes, directs, and manages the construction, maintenance, ad repair of streets, curbs, gutters, sidewalks, medians, streetlights, sanitary sewers and storm drains, parkway and median trees, park trees, weed abatement, striping, signals, and signs; oversees personnel and financial management of the Street Division in the Public Works Department. Supervises staff, contractors and vendors and performs a variety of administrative and technical functions related to street and public right-of-way maintenance, including: inspecting, assessing and documenting right-of-way conditions; developing and overseeing various routine, preventive and programmed maintenance activities; and formulating and overseeing street/public right-of-way maintenance services.

ZONE PLACEMENT AND RANGE PROGRESSION

Employees may be assigned to the appropriate zone based upon the range and difficulty of job functions that are performed, their demonstrated qualification, and organizational needs, as assessed by management.

EXAMPLES OF ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed by employees in this classification. Functions may be added, modified or deleted to meet the needs of the City.

- Carries out supervisory responsibilities in accordance with policies, procedures and applicable laws, including: interviewing, hiring and training staff; developing schedules and distributing work orders; establishing deadlines; briefing staff on safety procedures; appraising performance; rewarding and disciplining employees; coordinating, developing and approving staff training; and addressing complaints and resolving problems.
- Supervises and performs functions related to street/public right-of-way repair and maintenance operations, including: inspecting, assessing and documenting street/public right-of-way conditions; formulating temporary and permanent repairs; reviewing traffic control, lane closures and detour plans for street maintenance operations.
- Performs maintenance and repair work, including: repair of worn or deteriorated pavements using asphalt or concrete materials; repair of damaged sidewalks, curbs

and gutters, driveway approaches, and related appurtenances; installation, maintenance, or repair of concrete block walls, signs, pavement markings, and streetscape amenities; maintenance or repair of City-owned parking lots; maintenance of catch basins and median islands.

- Reviews and processes the preparation of invoices for services provided by the Division, purchasing of all equipment, supplies, materials and including the preparation of cost estimates and Request for Bids/Proposals, ensures compliance with the City's Purchasing policies and procedures; reviews and manages contracts; investigates and follows-up on citizen requests and other complaints and proposes corrective action.
- Investigates constituent issues related to street maintenance.
- Coordinates street maintenance activities with other City departments; providing street maintenance records and program information in response to requests from City's risk/claims management staff; and meeting with contractors, developers, etc., to discuss issues.
- Oversees construction, repair and/or replacement of pavement, sidewalks, curbs, gutters, parking lots, and streetscape.
- Oversees tree maintenance in the public rights-of-way.
- Installs, maintains, and inspects park and streetscape equipment, fixtures and amenities.
- Performs and oversees a variety of maintenance functions related to streets, sidewalks, and roadway pavement markings.
- Procures supplies and equipment; conducts safety programs.
- Develops and implements preventive maintenance programs.
- Coordinates maintenance projects with other departments and agencies as necessary.
- Utilizes computer and various software programs and work order software to retrieve information, approve and assign work, and create reports.
- Investigates street lighting issues and reports to maintenance contractor.
- Assists in the planning and design of street related capital projects.

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- Implements new/updated repair and maintenance techniques.
- Leads street maintenance during situations of disaster/emergency response.
- Oversees the preparation and performance of routine, preventative and programmed maintenance activities within the public rights-of-way.
- Prepares and oversees vendor contracts and assures compliance with purchasing policy.
- Schedules, inspects and reviews contracted work to assure compliance with specifications; taking necessary action to achieve contractors' compliance; enforcing safety regulations.
- Assists in preparing the budget, including: conducting research and forecasting spending.
- Interprets, develops, communicates, updates and monitors departmental policies and procedures for street related maintenance services; recommends improvement when necessary.
- Prepares and/or reviews complex, routine and non-routine reports and preforms analysis utilizing a variety of computer software.
- Relays and interprets administrative decisions, policies, and instructions.
- Ensures quality standards and compliance with regulations are maintained.
- Organizes, coordinates and schedules service requests, projects, staff assignments, and/or programs involving department personnel.
- Delegates tasks and monitors proper usage of tools and equipment.
- Explains and interprets department practices, work procedures, and safety regulations that employees are expected to meet within the work unit or department.
- Checks work and services provided by personnel for adherence with City, department and program requirements and standards and provides suggestions for improvement.
- Drafts and assists in the preparation of performance evaluations.

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- Documents and discusses work problems that might lead to further counseling or disciplinary actions.
- Receives and investigates service requests; determines and ensures appropriate disposition; investigates and reports on matters related to claims made against the City.
- Alters work methods to improve effectiveness and efficiency; estimates costs of repairs, and makes recommendations regarding equipment replacement.
- Works with computer applications and assist in resolving problems and instituting changes in software and hardware.
- Monitors program expenditures and reports funds available under specific accounts.
- Prepares program and project status reports.
- Researches, prepares and presents oral and written reports.
- Represents the City or Department at meetings, seminars, workshops and conferences.
- Serves as backup for other positions within the department, when directed.
- Performs other related duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge/Skills/Abilities

Knowledge of:

Zone C

- Customer service techniques; safety procedures and practices; communication practices; time management methods; conflict resolution methods; supervisory techniques; leadership techniques; work organization planning methods; budget preparation methods.
- Street and public right-of-way maintenance and repair techniques, procedures, and processes.

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- Methods, practices, and materials used in maintenance and repair of asphalt pavement, concrete, drainage, signage, pavement striping and markings, street lighting and traffic signals.
- Occupational hazards and OSHA standards applicable to street maintenance work and/or contract field management.
- National Pollutant Discharge Elimination System (NPDES) applicability to maintenance activities and State of California Waste Discharge Requirements (WDR).
- American Public Works Association and Caltrans Standard Specifications and Plans for street and public right-of-way construction.
- Work Area Traffic Control Handbook.
- Purchasing procedures and practices.
- Applicable state, federal and local ordinances, codes, pertinent laws, rules and regulations.
- Principles and practices of developing and maintaining parkway trees, and landscape areas.
- Principles and practices of public administration, including knowledge of government organizations and operations.
- Complex field investigation procedures; field construction and maintenance practices; general inspection and enforcement practices.

Skills:

Zone C

- Use of a personal computer/laptop; perform mathematical computations;
- Identify and perform maintenance, repairs, and improvements to landscape areas, and streets.
- Operate a variety of landscape, construction, and street maintenance equipment and tools;
- Utilize specialized software programs;

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- Operate vehicle and equipment safely;
- Use hand and power tools and operate heavy equipment;
- Plan, organize, assign, direct, review and evaluate the work of staff.
- Select and motivate staff and provide staff training and professional development opportunities.
- Develop and monitor contracts.
- Estimate time, equipment and materials for work projects; and
- Depending upon assignment, proficiency in a designated second language (Spanish) is desired.

Ability to:

Zone C

Organize and prioritize multiple tasks; analyze and solve problems; research and interpret data; interpret standards and practices; demonstrate effective interpersonal skills; use conflict resolution techniques; follow oral and written instructions; work with minimal supervision; initiate and complete performance evaluations; write reports; comply with required regulations; delegate tasks and manage projects; maintain confidentiality of non-public records; demonstrate effective leadership skills.

Plan, organize, direct, supervise and evaluate the work of personnel of various skill levels engaged in the technical functions related to street and public right-of-way maintenance; inspect projects and determine the quality and accuracy of the work; read and interpret plans, drawings and specifications; analyze situations accurately and adopt effective courses of action; provide training and guidance to department personnel; maintain accurate records and files and prepare clear and concise oral and written reports; establish and maintain cooperative work relationships with all those contacted in the course of work; assist with the preparation of the department budget and control expenditures.

Interpret plans and specifications; identify and safely handle hazardous materials; interpret laws and regulations; give effective oral and public presentations; interview and hire employees; recommend and implement disciplinary actions.

Physical strength and ability to lift up to 50 lbs., bend in all directions, squeeze with arms and hands, pull and lower up to 50 lbs.

Ability to identify and solve problems involving several variables.

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Ability to respond to after-hours emergency callouts and perform routine standby duties.

Ability to speak Spanish is highly desirable.

Education/Training/Experience

Education:

Zone C

A high school diploma or G.E.D. certificate; supervisory and managerial training is required.

College coursework/extension classes; Bachelor's Degree in Public Administration or a related field is desired.

Experience:

Zone C

Five years of progressively responsible experience in street maintenance and repair work; two years of supervisory experience; leadership experience; public contact experience is required.

Licenses/Certification/Special Requirements:

Zone C

Valid California Class C Driver's License and an acceptable driving record is required.

Pesticide Applicators License from PAPA/CDPR is desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to use hands to handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl. Climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, and other work with constant interruptions.

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The employee must frequently lift up to 50 lbs. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; and interact with City staff, other organizations and the public; occasionally required to deal with dissatisfied or quarrelsome individuals.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The employee regularly works in office conditions as well as outside weather conditions. The employee is exposed to traffic, wet or humid conditions, and vibration. The noise level is frequently loud.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification and may be requested to perform job-related responsibilities and tasks other than those stated in this specification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

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SENIOR ENGINEER

GENERAL PURPOSE

To assist the Deputy Director of Public Works in planning, directing, supervising, and reviewing the activities of the Public Works Engineering Division; and to provide professional and technical staff assistance.

ZONE PLACEMENT AND RANGE PROGRESSION

Employees may be assigned to the appropriate zone based upon the range and difficulty of job functions that are performed, their demonstrated qualification, and organizational needs, as assessed by management.

EXAMPLES OF ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed by employees in this classification. Functions may be added, modified or deleted to meet the needs of the City.

- Assist in the development and implementation of goals, objectives, policies, procedures, and priorities.
- Serve as design and development team leader for engineering public works projects.
- Coordinate and monitor project progress to ensure timely progress of all phases of projects.
- Inspect and supervise assigned projects; make field changes within the limits of design and cost restrictions; resolve disputes concerning plans, specifications, and other work.
- Coordinate engineering projects with other City departments, public agencies, and utility companies for orderly planning, scheduling, and construction.
- Serve as a technical resource; participate in the development of standard engineering specifications, criteria and policy and procedure on engineering matters; provide technical advice to field operations, other City departments, and the public in the interpretation of City ordinances, policies, regulations, and procedures as required.

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- Coordinate and review Public Works Engineering activities of consultants and City staff including engineering design, land development review, inspection and surveying, contract administration, traffic engineering, and landscape architectural design.
- Serve as the Federal, State and local return grant funding administrator for all of assigned projects (including but not limited to HBP, ATP, HSIP, SRTS, SR2S, STIP programs and subprograms).
- Resolve work problems and interpret administrative policies to subordinates, other departments, and the public in coordination with the Deputy Director of Public Works.
- Recommend and assist in the implementation of goals and objectives; establish schedules and methods for the performance of professional and technical engineering activities; implement policies and procedures.
- Analyze and interpret federal and state statutes, policies and programs that involve federal-aid project development, including national and state compliance.
- Review plans of consultants, make technical engineering decisions, and assist in the establishment of technical criteria and standards.
- Ensure compliance with the National Pollutant Discharge Elimination System (NPDES) Storm water permitting process, regulations, and Storm Water Pollution Prevention Plan (SWPPP) implementation for construction activities.
- Attend and participate in meetings and conferences with City boards and commissions, Council, department administrators, public officials, professional organizations, contractors, representatives of the City Manager's Office, and representatives of the County, and regional and State regulatory agencies, or other stakeholders, upon direction of the Deputy Director of Public Works.
- Prepare Requests for Proposals for services and assist in the selection of consultants.
- Oversee or participate in the preparation of various staff reports, council reports and resolutions, environmental impact reports, negative declarations, specific plans and reports required by State and Federal agencies.
- Assist in the preparation and administration of the capital improvement plan and budget and the Engineering Division's operating budget.

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- Prepare a variety of reports, correspondence, and special studies.
- Respond to difficult citizen inquiries and complaints.
- Maintain engineering records and plans.
- Train and provide technical guidance to professional and technical staff; review staff work in conjunction with projects and assignments.
- Develop written specifications and administer cash contracts.
- Apply project management principles, knowledge, skills and tools to deliver capital improvement projects within constraints of scopes, schedule and budgets.
- May serve as backup for other positions within the department.
- Performs other related duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge/Skills/Abilities

Knowledge of:

Zone C

Theories and principles of civil engineering and professional design standards; customer service techniques; safety procedures and practices; communication and public relations practices; pertinent laws and regulations; statutory reporting requirements; time management methods; conflict resolution methods; supervisory techniques; leadership techniques; work organization planning methods; budget preparation methods; project management techniques, principles, and practices; construction management methods, techniques, principles, and practices.

Caltrans Standard Specifications and the California Manual of Uniform Traffic Control Devices (CA MUTCD); CEQA/NEPA; Caltrans LAPM/LAPG.

NPDES requirements.

Applicable public works, engineering and project management rules and regulations.

Principles and practices of project management, construction management and contract administration.

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Methods and techniques for data and map collection, presentation and record management.

Principles and practices of land surveying, real property legal description, land acquisition, easements and assessment proceedings, including the California Subdivision Map Act, and other applicable Federal, State, and local laws and ordinances related to land use and right-of-way management.

Pertinent local, State and Federal laws, ordinances and rules, including those related to development, design and construction.

Office methods, procedures, computer software and equipment.

Performance of complex field investigations and knowledge of general inspection and enforcement practices.

Skills:

Zone C

Proficiency in operating a personal computer/laptop and other office equipment necessary to successfully perform the essential duties of the position; perform engineering and mathematical computations.

Operate a vehicle and equipment safely.

Experience developing schedules and managing complex information technology projects.

Excellent verbal, written, and interpersonal communication skills.

Proficiency in a designated second language (Spanish) is desired.

Ability to:

Zone C

Organize and prioritize multiple tasks; analyze and solve problems; research and interpret data; interpret laws and regulations; interpret standards and practices; demonstrate effective interpersonal skills; use conflict resolution techniques; give effective oral and public presentations; follow oral and written instructions; work with minimal supervision; use project, records and time management techniques; initiate and complete performance evaluations; write reports; comply with required regulations; delegate tasks and manage projects; maintain confidentiality of non-public records; and demonstrate effective leadership skills.

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Support City in investigative work involving property rights for proposed and existing operating facilities. Must be highly skilled at researching right of way documents and title chains to make determination of existing, prior rights;

Plan, organize and supervise the work of professional employees in a manner conducive to full performance and high morale;

Effectively manage projects and consultants;

Negotiate effectively to ensure the best interests of the City are met;

Work independently and as a team member; recognize and set priorities and meet deadlines;

Interpret plans and specifications; assist with budget preparation; represent the City at functions as requested.

Communicate technical information in a non-technical manner.

Maintain accurate records and files and prepare clear and concise oral and written reports.

Ability to deal and solve complex problems involving several variables in standardized situations.

Education/Training/Experience

Education:

Zone C

Bachelor's Degree from an accredited college or university in Civil Engineering, construction management or another related field is required.

Master's Degree is desired.

Experience:

Zone C

Five (5) years of professional engineering and project management experience related to duties is required.

Five (5) years in leadership and administrating public contracts experience are required.

Five (5) years of supervisory experience in local municipal government is required.

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Budget/policy experience is desired.

Licenses/Certification/Special Requirements:

Zone C

Professional Engineer license from the State of California is required.

Valid California Class C Driver's License and acceptable driving record is required.

Additional professional engineering certification is desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, the employee is regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands or arms. The employee occasionally walks and stands and lifts and moves records and documents weighing 20 pounds or less.

Specific vision abilities required by this job include close vision, color vision, depth perception and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret data and situations; use math and mathematical reasoning; learn and apply new skills or information; perform highly detailed work on multiple concurrent tasks; work under changing and intensive deadlines with frequent interruptions.

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WORK ENVIRONMENT

The employee works under typical office conditions, and the noise level is moderately quiet.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification and may be requested to perform job-related responsibilities and tasks other than those stated in this specification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

BUDGET AND FINANCIAL ANALYST

GENERAL PURPOSE

Participates in the activities and operations of the Budget Division, within the Administrative Services Department, including preparation of the City's proposed and final budgets; coordination of assigned activities with other divisions, departments, and outside agencies; preparation of regular financial reports and analysis; and providing highly responsible and complex administrative support to the Budget Division.

A Budget and Financial Analyst has responsibility for planning, organizing, and implementing major programs, services and operations as assigned. Incumbents in this class are responsible for working with departments to develop and implement citywide goals and objectives for planning. Assignments are broad in scope and carried out with a significant degree of latitude and independence. As a member of the Administrative Services team, works with department heads, analysts, and stakeholders to analyze financial data, develop budgets, and make informed recommendations for improving the financial health of the organization. The Budget and Financial Analyst must also adhere to confidentiality regarding various departmental and personnel issues.

ZONE PLACEMENT AND RANGE PROGRESSION

Employees may be assigned to the appropriate zone based upon the range and difficulty of job functions that are performed, their demonstrated qualification, and organizational needs, as assessed by management.

EXAMPLES OF ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed by employees in this classification. Functions may be added, modified or deleted to meet the needs of the City.

- Participate in the activities and operations of the Budget Division including preparing the City's operating and capital budget; plan, direct and manage the coordination of citywide budget activities, including workplans, performance measurements and community standards review. Prepare the budget for uploading to the ERP financial system after adoption.
- Evaluate and project salary and benefit expenses and analyze the impact of current/proposed personnel levels; evaluate the impact of management audits and department restructuring.

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- Conduct cost/benefit analyses.
- Prepare internal service allocation schedules, cost allocation plans and fee studies.
- Gathers all grant data and reviews report submissions and requests for revenues.
 Maintains accurate and updated records on grant revenues and makes recommendations for improvement to grant tracking procedures; acts as a resource to department staff on issues relating to grants, including project timelines and revenue needs. Designs grant fiscal reporting programs; approves budget grantee modifications.
- Develops reporting schedules for each grant received to ensure timeliness of required program and financial reports; keeps abreast of grant program regulations and requirements and ensures that the City maintains its eligibility for grants awarded.
- Conduct in-depth financial analysis and forecasting to support budget development and long-term planning.
- Prepare and review budget documents, including Budget Adjustments, revenue projections, expenditure allocations, and capital expenditures.
- Review departmental staff reports related to the budget.
- Develop the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
- Develop and maintain comprehensive financial reports; prepare regular financial reports to include budget-to-actual revenue and expenditure information; analyze significant variances and present information to departments and City Management.
- Provide highly responsible and complex administrative support to the Administrative Services Director/Chief Financial Officer.
- Provide guidance and training to staff members regarding financial procedures, budget management, and compliance.
- Attend and participate in professional organizations; stay abreast of new trends and innovations in the field of public finance.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- May serve as backup for other positions within the department.
- Performs other related duties as assigned.

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QUALIFICATIONS GUIDELINES

Knowledge/Skills/Abilities

Knowledge of:

Zone A and B

- Principles and practices of municipal budget preparation and administration.
- Principles and practices of performance measurement.
- Principles and practices of program development and administration.
- Methods and techniques of cost accounting, internal controls, and management audits.
- Public or financial accounting principles, budgeting processes, and governmental financial regulations.
- City functions and associated financial management and reporting issues.
- Principles and practices of business data processing particularly related to the processing of accounting and financial information.
- Principles and practices of management, supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- Strong computers skills related to business applications and general financial software.

Skills:

Zone A and B

- Use computers and related word processing, spreadsheet, database, and presentation software.
- Proficiency in specialized software programs.
- Analyzing complex fiscal data and reports and verifying records.

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Ability to:

Zone A and B

- Oversee and facilitate a comprehensive municipal budget process.
- Participate in the development and administration of program goals, objectives, and procedures.
- Prepare clear, concise, and accurate administrative and financial reports.
- Interpret complex financial data and develop meaningful insights.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Attention to detail and accuracy in working with numerical data.
- Establish and implement new citywide policies and procedures.
- Research, analyze and evaluate new service delivery methods and techniques.
- Interpret and apply federal, state, and local policies, laws and regulations.
- Interpret documents such as laws, regulations, and reporting requirements pertaining to municipal finance.
- Exceptional written and verbal communication skills, with the ability to present complex information to diverse audiences including the ability to speak effectively, clearly, and concisely before groups and employees.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Ability to work independently, prioritize task, and meet deadlines in a fast-paced environment.
- Perform public speaking and/or present training to a large audience.
- Train other city staff on policies, software, etc.

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 As an exempt member of the Mid-Managers, Professionals, and Confidential Employees Association, this position will receive yearly Administrative Leave as it may be asked to work non-traditional hours including nights, early mornings, weekends, and holidays.

Education/Training/Experience

Education:

Zone A and B

Bachelor's Degree from an accredited college or university with major course work in finance, accounting, public or business administration or a related field is required.

A Master's degree is highly desirable.

Experience:

Zone A

Three years of related analytical and administrative experience to duties, preferably in a municipal or government setting.

Zone B

Four years of increasingly responsible analytical or administrative experience, preferably in a municipal or government setting.

Moderate/Advanced proficiency in Microsoft Office (e.g. Excel, Word, PowerPoint).

Licenses/Certification/Special Requirements:

Zone A and B

Valid California Class C Driver's License and an acceptable driving record is required.

Vocational and professional certification are desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Physical Demands

While performing the duties of this class, the employee is regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands or arms. The employee occasionally walks and stands and lifts and moves records and documents weighing 20 pounds or less.

Specific vision abilities required by this job include close vision, color vision, depth perception and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret data and situations; use math and mathematical reasoning; learn and apply new skills or information; perform highly detailed work on multiple concurrent tasks; work under changing and intensive deadlines with frequent interruptions.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions, and the noise level is moderately quiet.

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification and may be requested to perform job-related responsibilities and tasks other than those stated in this specification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

SENIOR HUMAN RESOURCES TECHNICIAN

GENERAL PURPOSE

Under general supervision, performs a wide range of professional level administrative, technical, and analytical duties and responsibilities in support of the City's human resources functions including recruitment and selection, classification and compensation administration, benefits administration, worker's compensation administration, employee safety programs, training, personnel records administration, personnel policies and procedures administration, employee recognition programs, employer-employee relations; and other related duties as required.

ZONE PLACEMENT AND RANGE PROGRESSION

Employees may be assigned to the appropriate zone based upon the range and difficulty of job functions that are performed, their demonstrated qualification, and organizational needs, as assessed by management.

EXAMPLES OF ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed by employees in this classification. Functions may be added, modified or deleted to meet the needs of the City.

- Determine data support needs for division or departmental programs and public services; Plan, organize and conduct recruitment and selection processes.
- Prepare advertising, screen applications, administer tests, organize selectioninterview panels, check employment references/validate qualifications and prepare employment offers/correspondences.
- Monitor/track applications for employment.
- Schedule, administer, and proctor examinations.
- Serve as a resource to employees and members of the public by providing expert guidance in assigned areas of benefits and disability leaves. Provide information and assists customers (internal and external) in filing claims, completing forms and receiving information.

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- Receive and process personnel actions for new hires, promotions, merit increases, assignment changes, terminations, bonuses, retirements, demotions, transfers and name, address and tax status/withholdings.
- Receive and review all employee enrollment and change forms; Process employee health benefit applications (as needed, and for open enrollment).
- Coordinate activities of the Human Resources Office with Benefits Broker and other benefits vendors.
- New World Systems Benefits Maintenance (premiums, codes, and employee deduction updates).
- Administer and coordinate benefit enrollment, billing and termination of benefits for employees and retirees (such as COBRA and Health Reimbursement Account (HRA), etc.).
- Provide guidance and information regarding employee benefits plans and resolve a variety of individual employee questions regarding benefits, coverage and interpretation of various benefits and insurance policies.
- Assists with employee wellness programs.
- Interpret and advise departments on human resources policies and procedures.
- Prepare correspondence, forms, reports and statistical charts using word processing software that is similar to the Microsoft Office suite of software such as Microsoft Word, Excel, Access and Power Point.
- May serve as backup in areas such as Worker's Comp, FMLA and managing and scheduling of all mandatory trainings. May assist with notifying staff of upcoming mandatory trainings and keeps track of attendance and completion of trainings.
- Conduct employee orientation programs.
- Update manuals, employee reference materials and information handouts.
- Coordinate/oversee allocation of security cards for building access.
- Greet the public, answer phone calls, take messages, forward calls, relay information, route visitors, provide requested information and answer questions of walk-ins, and respond to requests for job information.

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- Maintain department files and confidential records.
- Operate a variety of routine office equipment.
- Participate in and conduct surveys on compensation, employee benefits, and other related areas.
- Generate various payroll reports: earnings, overtime, accruals, benefits and deductions.
- Researches and responds to unemployment insurance claims.
- Responds to verification of employment requests.
- Administers open enrollment activities, including Health Fair.
- Assist in preparation of federal and state reports.
- Assist with special projects, research assignments and program development.
- Assist departments to plan, organize, execute and track probationary and annual performance appraisals; communicate appraisal due dates with departments.
- Performs other duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge/Skills/Abilities

Knowledge of:

Zone C and D

Human resources management; recruitment and selection; employee benefits administration, including workers' compensation and occupational safety rules and regulations.

Business office organization principles, practices, and methods.

Records management principles, practices, and methods.

Customer service principles, practices, and methods.

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Comprehensive understanding of human resource principles, practices, and methods.

Applicable laws, rules and regulations pertaining to benefits.

Applicable computer software and web-based applications including Microsoft Office and HRS systems.

Records management principles, practices, and methods.

External governmental bodies and agencies related to area of assignment.

Skills:

Zone C and D

Performing mathematical computations.

Communicating orally with internal staff, the public, and City and government officials to give and receive information in a courteous manner.

Analyzing and resolving technical data, situations, and problems.

Researching, compiling, and summarizing a variety of informational and statistical data and materials.

Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.

Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures, and protocols.

Ability to:

Zone C and D

Demonstrate effective interpersonal skills; use conflict resolution techniques; follow oral and written instructions; interpret standards and practices; work with minimal supervision; write reports; comply with required regulations.

Organize work assignments to achieve internal and external customer service goals and objectives. Communicate effectively with all departments, work units, employees, and applicants.

Plan and organize information in a manner that facilitates understanding by employees and employment applicants.

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Maintain confidential human resource records.

Learn and apply human resources and labor relations and benefits policies, procedures, rules, and regulations.

Analyze problems, identify alternate solutions, consequences, and outcomes, and provide recommendations.

Interpret and appropriately apply relevant laws, policies and procedures, rules and regulations, and Memoranda of Understanding provisions.

Implement effective customer service standards and provide excellent customer service to internal and external customers.

Gather, research, and analyze data and information, draw sound conclusions, and compile and present information in a user-friendly manner.

Establish and maintain effective and cooperative working relationships with members of the public, City Administrators, Department Heads, employees, third-party administrators, and insurance companies.

Provide training and lead direction to and may supervise and evaluate assigned staff.

Prepare clear and concise reports including technical and regulatory reports.

Communicate effectively, both orally and in writing.

Assist in the preparation and monitor related contracts and budgets.

Follow and implement safety rules and regulations.

Serve as Custodian of Records.

Organize and prioritize multiple tasks; research and interpret data; delegate tasks and manage projects.

Education/Training/Experience

Education:

Zone C and D

High school diploma or GED is required.

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College coursework/extension classes; technical certification and/or Bachelor's Degree in a related technical or professional field are desirable.

Experience:

Zone C

Five (5) full-time years of progressively responsible administrative or directly related experience dealing with Human Resources management or employee benefits administration field.

Three Years (3) of public contact experience.

Zone D

Seven (7) full-time years of progressively responsible administrative or directly related experience dealing with Human Resources management or employee benefits administration field.

Five Years (5) of public contact experience.

Licenses/Certification/Special Requirements:

Zone C and D

Valid California Class C Driver's License and an acceptable driving record is rquired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, the employee is regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment, and/or specialized technical equipment; and reach with hands or arms. The employee occasionally walks and stands and lifts and moves records and documents weighing 20 pounds or less.

Specific vision abilities required by this job include close vision, color vision, depth perception and the ability to adjust focus.

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Mental Demands

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret data and situations; use math and mathematical reasoning; learn and apply new skills or information; perform highly detailed work on multiple concurrent tasks; work under changing and intensive deadlines with frequent interruptions; and interact with City officials, media, citizens groups, employees and others encountered in the course of work.

WORK ENVIRONMENT

The employee typically works in office conditions, and the noise level is moderately quiet. The employee occasionally conducts field work involving moderate noise levels, and exposure to traffic and inclement weather conditions.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification and may be requested to perform job-related responsibilities and tasks other than those stated in this specification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

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HUMAN RESOURCES COORDINATOR

GENERAL PURPOSE

To coordinate, administer, lead, and perform a variety of administrative functions related to Human Resources; may supervise work of regular City, hourly or Intern personnel engaged in providing related programs and services.

Serves under the direction of Executive and/or Management and performs a variety of complex professional functions, including coordinating special projects; facilitating and coordinating interdepartmental issues, programs, etc. Conducts research and provides technical and administrative support to the Executive and/or Manager of the department.

ZONE PLACEMENT AND RANGE PROGRESSION

Employees may be assigned to the appropriate zone based upon the range and difficulty of job functions that are performed, their demonstrated qualification, and organizational needs, as assessed by management.

EXAMPLES OF ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed by employees in this classification. Functions may be added, modified or deleted to meet the needs of the City.

- Orient staff, and explain rules, procedures, work techniques, program or service requirements, and the appropriate use of resources, such as equipment and technology; resolve employee questions and concerns.
- Provide a wide range of technical support to Executive and/or Management including consulting on projects to determine information technology requirements.
- Prepare correspondence, forms, and reports using word processing software that is similar to the Microsoft Office suite of software such as Microsoft Word, Excel, Access and PowerPoint.
- Prepare advertising, screen applications, proctor tests, provide administrative support to selection-interview panels, check employment references/validate qualifications, and prepare employment offers/correspondence.

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- Monitor/track applications for employment.
- Conduct salary survey and other research projects.
- Receive, review and process personnel actions for new hires, promotions, merit increases, assignment changes, terminations, bonuses, retirements, demotions, transfers and name, address, and tax status/withholdings.
- Greet the public, answer phone calls, take messages, forward calls, relay information, route visitors, provide requested information, answer questions of walkins, assist with department head's calendar, and respond to requests for job information.
- Make appointments and arrange travel, conferences and meetings.
- Prepare and proofread reports, memos, drafts, forms, copies, notes and statistical charts.
- Make facility arrangements.
- Track expenses and supplies for activities.
- Maintain department files and confidential records.
- Coordinate summer intern programs.
- Process Verifications of Employment.
- Serve as backup for other positions within the department.
- Requisition and maintain records of materials, equipment and supplies for budgetary purposes. Monitor budget expenditures; reconcile and balance accounts; develop budget transfer requests.
- Organize and coordinate the completion of special projects, as assigned.
- Prepare and/or retrieve complex, routine, and non-routine reports utilizing a variety
 of software; receive, sort, and summarize material for the preparation of reports;
 create spreadsheets and presentations.
- Compose confidential correspondence and maintain files associated with same; deal with sensitive and confidential personnel matters at the direction of senior level staff and/or the department director.

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- Follow up on inquiries from various agencies, groups, etc., regarding organizational programs and services.
- Assist with the development of departmental budget.
- Assist with various employee programs, recognition activities and training and development activities.
- Assist with compensation plan analysis; update compensation plans.
- Assist in conducting job audits and updating of class specifications.
- Assist in updating manuals, employee reference materials and information handouts.
- Assist departments by providing information and feedback on policies, procedures and regulations.
- Assist with various projects, including conducting research; presenting findings; drafting correspondence; and coordinating communications.
- Assist in planning and implementing short-term and/or long-range goals, objectives, strategies, projects, or programs to ensure efficient organization and completion of work.
- Perform other related duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge/Skills/Abilities

Knowledge of:

Zone A and B

Customer service techniques; safety procedures and practices; communication and public relations practices; time management methods; conflict resolution methods.

Business office organization principles, practices, and methods.

Records management principles, practices, and methods.

Human resource principles, practices, and methods.

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Supervisory techniques; leadership techniques; work organization planning methods; theories and principles of occupational disciplines are desired.

Principles and practices of public administration, including knowledge of government organizations and operations.

Budgeting principles and practices as related to governmental standards and operations.

Project management techniques.

Skills:

Zone A and B

Communicating effectively with all departments, work units, employees, and applicants.

Planning and organizing information in a manner that facilitates understanding by employees and employment applicants.

Maintaining confidential human resource records.

Learn and apply human resource and labor relations policies, procedures, rules and regulations.

Use of a personal computer/laptop; perform mathematical computations.

Planning, organizing, assigning, directing, reviewing, and evaluating the work of assigned staff.

Preparing clear and concise reports, correspondence, and other written materials reflective of the City's Core Values.

Researching, compiling, and summarizing a variety of informational and statistical data and materials.

Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.

Applying logical thinking to solve problems and accomplish tasks; identifying, resolving, and/or making recommendations regarding a variety of administrative issues.

Communicating orally and in writing with staff, the public, and City and government officials to give and receive information in a clear and courteous manner.

Ability to:

Zone A and B

Organize and prioritize multiple tasks.

Analyze and solve problems; research and interpret data; interpret standards and practices.

Demonstrate effective interpersonal skills.

Use conflict resolution techniques.

Follow oral and written instructions, work with minimal supervision.

Generate various reports.

Comply with required regulations; maintain confidentiality of non-public records.

Give effective oral and public presentations; represent the City at functions.

Delegate tasks and manage projects.

Interview and hire employees.

Demonstrate effective leadership skills.

Assist with budget preparation.

Identify confidential material and information and maintain confidentiality of same.

Quickly learn and apply the human resource policies, procedures, rules, and regulations of the City of Pico Rivera.

Handle a high volume of work and meet deadlines.

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Education/Training/Experience

Education:

Zone A and B

A high school diploma or G.E.D. certificate is required.

College coursework/extension classes; Bachelor's degree in Public Administration or a related field is desired.

Any combination of training and experience that will likely result in the knowledge, skills and abilities described in this specification is qualifying.

Experience:

Zone A

One (1) year of related administrative and public contact experience to duties.

Budget/policy experience is desirable.

One (1) year of supervisory experience.

Zone B

Two (2) years of related administrative and public contact experience to duties.

Two (2) years of experience equivalent to Executive Assistant.

Two (2) years of supervisory experience.

Licenses/Certification/Special Requirements:

Zone A and B

Valid California Class C driver's license and an acceptable driving record is required.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Physical Demands

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl.

The employee must frequently lift records or documents weighing up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; and interact with City staff, other organizations and the public; occasionally required to deal with dissatisfied or quarrelsome individuals.

WORK ENVIRONMENT

Work is performed in a normal office environment with little exposure to outdoor temperatures or dirt and dust.

The employees' working conditions are typically moderately quiet.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification and may be requested to perform job-related responsibilities and tasks other than those stated in this specification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

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EXHIBIT "B"

SALARY SCHEDULE

FY 2023-2024							
Position	Group			Applicable Z	on	es and Ranges	
		Zone A 2023-24 3%		Zone B 2023-24 3%		Zone C 2023-24 3%	Zone D 2023-24 3%
Coordinator	IV	\$6,002 - \$6,902		\$6,903 - \$7,936			
Deputy City Clerk	Ш					\$6,175 - \$7,532	\$7,533 - \$8,512
Senior Coordinator	IV					\$7,938 - \$9,528	
Senior Inspector	III					\$7,624 - \$9,340	\$9,341 - \$10,743
Senior Supervisor	IV						\$9,529 - \$10,958
Senior Technician	III					\$7,624 - \$9,340	\$9,341 - \$10,743
Supervisor	IV					\$7,938 - \$9,528	
Technician	IIII	\$5,341 - \$6,274		\$6,275 - \$7,623			

FY 2023-2024*							
Position	Group	Group Applicable Zones and Ranges					
		Zone A	Zone B	Zone C	Zone D		
		2023-24	2023-24	2023-24	2023-24		
		3%	3%	3%	3%		
Analyst	V	\$6,776 - \$7,792	\$7,793 - \$9,351				
Assistant City Engineer	V				\$10,995 - \$12,63		
Assistant to the City Manager	VII	\$12,267 - \$14,107					
Building Official	VI				\$12,034 - \$13,71		
Executive Assistant	П		\$5,010 - \$6,141	\$6,142 - \$7,492			
Junior Deputy City Clerk			\$5,032 - \$7,184				
Manager	VI	\$7,840 - \$9,015	\$9,016 - \$10,370				
Planner	V	\$6,776 - \$7,792	\$7,793 - \$9,351				
Principal Accountant	V				\$10,995 - \$12,63		
Principal Analyst	V				\$10,995 - \$12,63		
Principal Planner	V				\$10,995 - \$12,63		
Public Information Officer	V	\$6,776 - \$7,792	\$7,793 - \$9,351				
Public Works Superintendent	VI		\$9,016 - \$10,370	\$10,374 - \$12,031			
Senior Accountant	V			\$9,356 - \$10,993			
Senior Analyst	V			\$9,356 - \$10,993			
Senior Engineer	V			\$9,356 - \$10,993			
Senior Executive Assistant	II				\$7,719 - \$8,72		
Senior Manager	VI			\$10,374 - \$12,031			
Senior Planner	V			\$9,356 - \$10,993			
Senior Public Information Officer	V			\$9,356 - \$10,993			



To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: APPROVE A RESOLUTION ACCEPTING GRANT FUNDS

FROM THE STATE OF CALIFORNIA NATURAL

RESOURCES AGENCY - CIP NO. 50068

Recommendation:

1. Approve a resolution accepting grant funding for the Alebrije Dog Park Project through the State of California Natural Resources Agency;

- Amend the fiscal year (FY) 2023-24 Adopted Budget by increasing \$1,000,000 in Revenue Account No. 699.00.000-45000-CIP.50068 (Miscellaneous State Grants) and appropriate \$1,000,000 in Expenditure Account No. 699.70.7300-54500-CIP.50068 for the Alebrije Dog Park Project through the State of California Natural Resources Agency; and
- 3. Authorize the City Manager or his designee to execute all related grant documents.

Fiscal Impact:

The City will utilize \$1,000,000 in Grant Funds from the State of California Natural Resources Agency to help fund the Alebrije Dog Park Project (Project). The FY 2023-24 budget will be appropriately allocated both the revenue and expenditures in GL Account No. 699.00.0000-45000-CIP.50068 and GL Account No. 699.70.7300-54500-CIP.50068, with the expectation of receiving the grant. Additional funding in the amount of \$1,500,000 will be used from CIP Fund 400 toward the completion of the Project. If funded, there will be no fiscal impact to the General Fund.

Background:

The 2022 California State Budget, Chapter 43, 45, and 249, Statutes of 2022, allocated Grant funding for the City of Pico Rivera – Parks and Recreation projects, specifically the Alebrije Dog Park. This grant, administered through the State of California Natural Resources Agency, is planned to fund the Project.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 APPROVE A RESOLUTION ACCEPTING GRANT FUNDS FROM THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY – CIP NO. 50068 Page 2 of 3

Discussion:

The City of Pico Rivera (City) received Grant Contract No. GF2319-0 from the state in December 2023, authorizing grant funding for the Project. However, the City has since been notified that the funding has been put on hold due to a state budget deficit. City staff is currently working with Assemblywoman Lisa Calderon's office to monitor the progress of and availability of the Grant funding. The Grant has a performance period ending March 1, 2026. Specific to the agreement, the City shall furnish any and all additional funds that may be necessary to complete the Project.

In addition, the City will allocate the funds to develop an underutilized city easement lot into Pico Rivera's first dog park which is located adjacent to the Whittier Narrows Reservoir and Rio Hondo Bike Path. Furthermore, it is situated along Rosemead Boulevard (SR-19) in the northernmost part of the City where it serves as the gateway between the San Gabriel Valley and the Gateway Cities sub-regions of Los Angeles County.

The total project budget and funding sources for the Alebrije Dog Park is estimated as follows:

Source	Description	Status	Amount
CIP Fund 400	Construction	Funded	\$1,500,000
State of California Natural	Construction	Pending	\$1,000,000
Resources		_	
		Total Project Cost	\$2,500,000

The proposed dog park will feature a small and large dog park area with traditional amenities such as challenge obstacles, seating areas for dog owners, and natural play areas. While fulfilling a need for dog owners in the community, the reconditioned space will greatly contribute to the functional beautification of the City. Moreover, the funding for the Alebrije Dog Park will add 0.65 acres of new park space in the City of Pico Rivera.

Conclusion:

Staff recommends that the City Council approve a resolution (Enclosure 1), accepting grant funds from the State of California Natural Resources Agency to fund the Alebrije Dog Park Project, CIP No. 50068 and authorize the City Manager or his designee to execute all related grant documents. Staff will continue working to secure funding through the state, pending legislative approval.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 APPROVE A RESOLUTION ACCEPTING GRANT FUNDS FROM THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY – CIP NO. 50068 Page 3 of 3

Steve Carmona

SC:PY:JL:ns

Enclosures: 1) Resolution

2) Grant Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR THE ALEBRIJE DOG PARK

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of a Project Information Package before submission of said package to the State; and

WHEREAS, the Grantee will enter into an agreement with the State of California for the above project:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

- **SECTION 1.** Approves the acceptance of a general fund allocation for local assistance for the above project(s).
- **SECTION 2.** Certifies that said agency understands the assurances and certification in the Project Information Form.
- **SECTION 3.** Certifies that said agency will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements of the Grant Agreement, or will secure the resources to do so.
- **SECTION 4**. Certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.
- **SECTION 5.** If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.

RESOLUTION NO.	
Page 2 of 2	_

SECTION 6. Certifies that said agency has reviewed and understands the General Provisions contained in the sample Grant Agreement contained in the Procedural Guide.

SECTION 7. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

SECTION 8. The City Clerk shall attest to the passage of this resolution, and it shall there upon be in full force and effect immediately upon its adoption.

APPROVED AND PASSED this 13th day of February, 2024.

	Andrew C. Lara, Mayor		
ATTEST:	APPROVED AS TO FORM:		
Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney		
AYES: NOES:			

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

GRANTEE NAME: City of Pico Rivera

PROJECT TITLE: Alebrije Dog Park

AGREEMENT NUMBER: GF2319-0

AUTHORITY: Budget Act of 2022 (Chapters 43, 45, and 249, Statutes of 2022)

PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

The City of Pico Rivera will transform an underutilized vacant lot into the City's first dog park. The site is adjacent to the Whittier Narrows Dam and Recreation Area and situated along Rosemead Boulevard (SR-19) in the northernmost part of the city where it serves as the gateway between the San Gabriel Valley and the Gateway Cities sub-regions of Los Angeles County.

The new dog park will feature traditional amenities such as walking/jogging trails, stationary exercise equipment, rest stops and hydration stations, challenge obstacles, water-play features, seating areas with interpretive educational exhibits, small-to-medium sized canopy trees, and natural play areas.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

- 1. The term "Act" means the Budget Act of 2022 (Chapters 43, 45, and 249, Statutes of 2022).
- 2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
- 3. The term "Agreement" means this Grant Agreement
- 4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
- 5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Development and Acquisition Grant Projects.
- 6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

- 7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
- 8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
- 9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
- 10. The term "Grantee" means an entity who has a signed agreement for Grant Funds.
- 11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
- 12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
- 13. The term "Payment Request Form" means Form RA212.
- 14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with Grant Funds.
- 15. The term "Project Budget" means the State approved cost estimate included as Exhibit A-1 to this Agreement.
- 16. The term "Project Property" means the property being developed or acquired with Grant Funds
- 17. The term "Project Scope" means the description or activity for work to be accomplished by the Project.
- 18. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
- 19. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

- Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum
 of money (Grant Funds) not to exceed the amount stated on the signature page in
 consideration of and on condition that the sum be expended in carrying out the purposes
 as set forth in the description of project in this Agreement and its attachments and under
 the Terms and Conditions set forth in this Agreement.
- 2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.

- 3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond March 1, 2026.
- 4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.
 - Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.
- 5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
- 6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
- 7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
- 8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.
- 9. Grantee shall provide for public access and/or educational features where feasible.
- 10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.
- 11. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.
- 12. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

C. Project Costs

- 1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement for Development will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 - c. Advance payments may be made at the discretion of the State.
 - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - e. Overhead costs are generally limited to a maximum of 15% of total direct costs.

2. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks, or other forms of documentation demonstrating payment has been made.
- b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- 3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
- 4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
- 5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the

item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

- 1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
- 2. Grantee shall make property and facilities developed pursuant to this Agreement available for inspection upon request by the State.
- 3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
- 4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2026**.
- 5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.
- 6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
- 7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

- Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.
- 2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement

- prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- 3. If the Grantee fails to complete the project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
- 4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
- 5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- 6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

- Grantee shall waive all claims and recourses against the State, including the right to
 contribution for loss or damage to persons or property arising from, growing out of, or in any
 way connected with or incident to this Agreement, except claims arising from the gross
 negligence of State, its officers, agents, and employees.
- 2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
- 3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers,

agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

- 1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
- 2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- 3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

- 1. If Grantee owns the Project Property, Grantee shall not sell or transfer the Project Property (including any portion of it or any interest in it) during the Land Tenure Term defined in paragraph H.2. below without the written approval of the State of California, acting through the Natural Resources Agency, or its successor. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. If Grantee does not own the Project Property, Grantee shall notify the State within 30 days of any sale or transfer of the property, at which time the State may seek any and all remedies available under Section E of this Agreement.
- 2. Grantee shall maintain, operate, and use (or shall ensure via written agreement with the landowner that the project is maintained, operated, and used) in fulfillment of the purpose funded pursuant to this Grant for a minimum of twenty (20) years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines (the "Land Tenure Term"). Grantee, Grantee's successor in interest, or the Assignee of this Agreement, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
- 3. Grantee agrees to use the Project Property (or shall ensure via written agreement with the landowner that the property will be used) solely for the purposes for which the Grant was made and no other use or sale or other disposition of the property shall be made during the Land Tenure Term. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
- 4. Reimbursement of the Grant with interest: At the State's sole discretion, if the Grantee owns the Project Property and the use of the property is changed to a use that is not permitted

by the Agreement or if the property is sold or otherwise disposed of by Grantee, the State may seek an amount equal to: (1) the amount of the Grant plus accrued interest at the prime interest rate at the time of disposition, and (2) the amount of any increase in property value attributed to grant-funded improvements to the Project Property. If the Grantee does not own the Project Property, and the use of the Project Property is changed to a use that is not permitted by this Agreement or is sold or otherwise disposed of within the Land Tenure Term, at the State's sole discretion, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest at the prime interest rate at the time of disposition.

- 5. Grantee shall not use or allow the use of any portion of the Project Property as security for any debt during the Land Tenure Term. If the grantee does not own the Project Property, written approval of the State must be obtained for use of the Project Property (including any portion of it or any interest in it) to be used as security for any debt, provided such approval by the State shall not be unreasonable withheld as long as the purposes for which the Grant was awarded are maintained and does not make the State a guarantor or a surety for any debt, nor waive the State's rights to enforce performance under this Agreement.
- 6. Grantee shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State. If the grantee does not own the Project Property, the grantee shall ensure via written agreement with the landowner that the landowner shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State.

I. Nondiscrimination

- 1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
- 2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
- 3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

- 1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
- 2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall

render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

City of Pico Rivera

Alebrije Dog Park

GRANTEE NAME:

PROJECT TITLE:

AUTHORITY:	Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023)								
PROGRAM:	General Fund Specified Grant Project			ects					
AGREEMENT NUMBER:	GF2319-0	GF2319-0							
LAND TENURE TERM:	20 years Complet		-	projec	t comp	letion as e	vide	nced by the	Certification of
PROJECT PERFORMANCE I	PERIOD:	Enter d	ate to	Marc	h 1, 202	26			
Under the terms and conditions set forth in Exhibit A and any su agrees to fund the project up t Statutes of 2023).	bsequent ar	mendmer	nts, and	I the Sto	ate of Cal	lifornia, acting	g thro	ugh the Natural	Resources Agency,
PROJECT DESCRIPTION:	See proje	ect desc	cription	n on p	age 1 c	and Exhibit	A of	the Agreem	ent
TOTAL STATE GRANT NOT I	O EXCEED	D: \$1,00	00,000	. 00 (or	projec	t costs, wh	iche	ver is less)	
The Special and General	Provisions	attach	ed are	e made	e a parl	of and inc	orpo	orated into th	e Agreement.
CITY OF PIC	CO RIVERA	A				_	_	CALIFORNIA DURCES AGEI	NCY
Ву:				By:					
Steve Carmona					Andrea Scharffer				
Title: City Manager				Title	e: <u>De</u>	puty Assist	ant S	Secretary, Bo	nds & Grants
Date:				Da	te:				
		CEI	RTIFICA	ATION	OF FUN	DING			
AMOUNT OF ESTIMATE FUNDING	G A	AGREEME			FUND				
\$1,000,000.00		GF2319-	-0		0001 -	General Fu	ınd		
ADJ. INCREASING ENCUMBRAI	NCE				FI\$CAL P	O NO.			
ADJ DECREASING ENCUMBRAI	NCE F	UNCTION	1						
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PROGRAM PCBU PROJEC	CT	ACTIVIT'	Y RF	PTG STRU	UCTURE	SVC LOCAT	ION	AGENCY USE	BUDGET PERIOD
0320 0540 05400	F2319-0	23109	0.9	540200	01	23109			2023
I hereby certify upon my pe	ersonal kno	wledge	that b	udgete	ed funds	are availab	le for	this encumbro	ance.
SIGNATURE OF ACCOUNTIN	IG OFFICER					-		DATE	

Exhibit A

Project Description

Thanks to extensive public input and community support, Pico Rivera will transform an underutilized vacant lot into the City's first dog park. The site is adjacent to the Whittier Narrows Dam and Recreation Area and situated along Rosemead Boulevard (SR-19) in the northernmost part of the city where it serves as the gateway between the San Gabriel Valley and the Gateway Cities sub-regions of Los Angeles County.

The new dog park will feature traditional amenities such as walking/jogging trails, stationary exercise equipment, rest stops and hydration stations, challenge obstacles, water-play features, seating areas with interpretive educational exhibits, small-to-medium sized canopy trees, and natural play areas. Considering the immediate proximity to the Rio Hondo and the San Gabriel River Class-I Bike Path, the park will serve as a prominent staging area for community bike rides and feature directional wayfinding signage and maps, bike parking, and bike repair stations.

Based on a strong Mexican-American demographic in Pico Rivera, the cultural and inspirational theme of the park will be based on "alebrijes", brightly-colored, detailed-oriented, fantastical creatures that largely define a folklore style of art that was born in Oaxaca, Mexico. As the overarching theme, "alebrijes" will be used as an adaptive approach to educate the public about local wildlife and natural habitats; to strengthen the bonds between humans and canines; to improve the overall physical health and mental wellness of all dogs and their owners; and lastly, to inspire the use of culturally-infused art into the next generation of dog park designs. The new Alebrije Dog Park will create a unique experience that thoroughly captures and intertwines the history of the area, the natural and built environment, and represent a transition toward a healthier, more sustainable, and resilient future.

The City of Pico Rivera will partner with a local artist originally from Oaxaca, Mexico to help design and integrate the alebije style into various park elements, including a unique art installation. The city will also explore partnership opportunities with the Los Angeles County Department of Animal Care and Control to offer pet adoption, vaccinations, and spay and neutering services.

Project Need

Lastly and perhaps most importantly, this Project presents a distinct opportunity to address the devastating impacts from the Whittier Narrows Dam Safety Modification Project (WND Project), which will eliminate over 104-acres or 57% of park land in the City of Pico Rivera. Although the City wholeheartedly supports the WND Project, it will inevitably displace community institutions such as the Pico Boys Little League Baseball organization, Bicentennial Park, and the Pico Rivera Golf Course. The WND Project will also severely impact operations at the nationally recognized Pico Rivera Sports Arena. This park project and others like it, are desperately needed. In fact, the Alebrije Dog Park

will add 0.65-acres of all new park space in Pico Rivera. Although small in comparison to the loss, this dog park represents a positive and equitable step toward full restitution.

Project Timeline

The City is currently developing advanced designs. The project is expected to break ground in late 2023 with an estimated completion of summer/fall 2024.

All in all, the new paseos will greatly contribute to the city's functional beautification efforts that comprehensively defines the Historic Whittier Boulevard Revitalization Program.

Project Area



Alebrije Artwork



Concept Design



AGENDA REPORT



To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: ACCEPT GRANT FUNDS FROM THE U.S. DEPARTMENT

OF ENERGY – ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT AND APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 23-2206 WITH CASCADIA CONSULTING GROUP, INC. FOR THE

CLIMATE ACTION PLAN (NON-CIP NO. 6770)

Recommendation:

 Approve a resolution accepting grant funds from the United States Department of Energy (DOE), Energy Efficiency and Conservation Block Grant (EECBG) for the Climate Action Plan (Non-CIP No. 6770);

- 2. Amend the fiscal year (FY) 2023-24 Miscellaneous Federal Grants Fund (Fund 698) by increasing revenues and expenditures by \$120,010 to GL Account No. 698.11.1111.44800 (Miscellaneous Federal Grant) and to GL Account No. 698.11.1111-54500-6770 (Contracted Services), respectively;
- 3. Approve Amendment No. 1, in a form approved by the City Attorney to Agreement No. 23-2206 with Cascadia Consulting Group, Inc. (Cascadia) in the amount not-to-exceed \$160,075 to develop Phase II of the Climate Action Plan;
- Amend the FY 2023-24 Strategic Goals CED Fund (Fund 180) transferring \$40,000 from GL Account No. 180.98.9800-56900 (Transfer Out) to 100.00.0000-47900 (Transfer In) and then appropriate to GL Account No. 100.11.1111-54500-6770 (Contracted Services); and
- **5.** Authorize the City Manager to execute the amendment and all necessary grant fund-related documents.

Fiscal Impact:

To implement Phase II of the Climate Action Plan (CAP), Amendment No. 1 to Agreement No. 23-2206 with Cascadia Consulting requires an additional \$160,000 in funding.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ACCEPT GRANT FUNDS FROM THE DOE – EECBG AND APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 23-2206 WITH CASCADIA CONSULTING GROUP, INC. FOR THE CLIMATE ACTION PLAN (NON-CIP NO. 6770) Page 2 of 5

The following appropriations are needed:

The U.S. Department of Energy (DOE), through the Energy Efficiency and Conservation Block Grant (EECBG) program, awarded the City a \$120,010 grant, generating a one-time revenue increase. Funds will be deposited to GL Account No. 698.11.1111.44800 (Miscellaneous Federal Grant) and be allocated to GL Account No. 698.11.1111-54500-6770 (Contracted Services).

A transfer of \$40,000 is needed from the Community and Economic Development Designations in Fund 180 (Strategic Goals – CED) GL Account No. 180.98.9800-56900 (Transfer Out) to Fund 100 (General Fund) GL Account No. 100.00.0000-47900 (Transfer In). Additionally, appropriate these funds to the Climate Action Plan (Project #6770) GL Account No. 100.11.1111-54500-6770.

Background:

On February 22, 2022, the City Council adopted the Five-Year Strategic Plan for the City, which identified and prioritized establishing the City as an "...environmentally friendly, sustainable community that attracts green industries." On April 12, 2022, the City Council approved a \$100,000 allocation for the development of a CAP. Earlier, in January 2022, the Office of Sustainability was awarded a \$50,000 grant from the Southern California Gas Company (SoCalGas) to assist in the development of a climate action plan.

The CAP is a comprehensive roadmap—serving as a masterplan—that helps cities reduce greenhouse gas (GHG) emissions through 1) GHG emissions inventory, 2) GHG reduction targets, and 3) GHG reduction actions and policies. The reduction targets and actions are designed to be achievable, cost-effective, and community driven.

The City's CAP is aimed at identifying measurable actions the City can implement to achieve the following State goals:

- Assembly Bill (AB) 32 Reduce emissions by 15% below 1990's levels by 2020 and 40% below 1990 levels by 2030.
- AB 1279 Achieve statewide carbon neutrality by 2045.
- Senate Bill (SB) 1020 Create clean energy targets of 90% by 2035 and 95% by 2040; intended to achieve 100% of clean energy retail sales by 2045.

The CAP aligns with the State's efforts to grow the capacity for local jurisdictions and regional agencies to respond to, withstand, and efficiently recover from adverse climate scenarios such as long periods of drought, extreme heat, and power outages.

Alignment with City Council Goals

The proposed action meets the City's Strategic Plan goals of the following:

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ACCEPT GRANT FUNDS FROM THE DOE – EECBG AND APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 23-2206 WITH CASCADIA CONSULTING GROUP, INC. FOR THE CLIMATE ACTION PLAN (NON-CIP NO. 6770) Page 3 of 5

- Economic Development and Land Use Strategy 2.4, "Establish the City of Pico Rivera as an environmentally friendly, sustainable community that attracts green industries."
- Infrastructure Strategy 3.1, "Prepare and update master plans to ensure up-to-date planning, innovative practices, sustainable methods, and future technology."
- Health, Wellness and Safety Strategy 4.4, "Promote healthy living to maintain a thriving population."
- Community Engagement Strategy 5.1, "Increase community participation and inclusion to cultivate a powerful sense of community pride and public awareness."

Discussion:

City staff issued the Climate Action Plan Request for Proposals (RFP No. PR-AD-008) in January 2023. At that time and due to the unknown costs of a full CAP, staff requested consultants to submit proposals for the essential scope of services assessing the City's Greenhouse Gas (GHG) (Phase I) and optional scope of services to enhance the CAP (Phase II). As was expected, the costs of developing a CAP exceeded the limited available budget of \$150,000, and the City chose to move forward with Phase I. On June 27, 2023, staff awarded an agreement to Cascadia to develop Phase I of the CAP (Agreement No. 23-2206).

Staff recognizes the need for the full CAP as it provides a holistic approach to climate planning by addressing the causes of climate change (i.e., GHG emissions and mitigation strategies) and the consequences of climate change (i.e., impacts to health, energy, water, land, and vulnerable populations). In an effort to obtain additional funding, staff actively pursued federal funding from the Department of Energy's (DOE) Infrastructure Investment and Jobs Act, a formula-based grant that prioritizes and supports the development and implementation of clean energy plans, programs, and projects. The DOE allocated a total of \$550 million under the 2022 Infrastructure Investment and Jobs Act, of which \$120,010 was allocated to the City of Pico Rivera. Despite the fact that this is a formula-based grant, each grantee must formally apply for these funds and provide a plan that supports the grant's priorities. In February 2024, the City was notified that we would receive the \$120,010 Grant Award from the DOE's EECBG program to be used for Phase II of our Climate Action Plan.

Below is a description of items associated with Phase I and Phase II of the CAP:

Phase I – City's GHG Assessment

Kick-Off Meeting – Aimed at understanding the City by reviewing relevant adopted documents (i.e., general plan, specific plans, master plans, and other studies).

GHG Inventory and Reduction Targets – Conduct a GHG emissions inventory to provide accurate emissions reporting.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ACCEPT GRANT FUNDS FROM THE DOE – EECBG AND APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 23-2206 WITH CASCADIA CONSULTING GROUP, INC. FOR THE CLIMATE ACTION PLAN (NON-CIP NO. 6770) Page 4 of 5

Public Outreach – Public engagement strategy consisting of internal and external stakeholder meetings.

Develop GHG Reduction Policies and Strategies – Develop policies and strategies aimed at reducing GHGs in Pico Rivera.

CAP Completion and Implementation Guide – Create a clear, concise, and visually engaging CAP for adoption by the City Council.

Phase II – Enhanced Climate Action Elements

GHG Forecast and Wedge Analysis – A tool that illustrates the impacts adopted strategies have in reducing GHG emissions and measures the performance and success of the CAP.

Climate Youth Ambassador Program (YAP) – Offers the youth immersive education in urban planning and design, public policy, project development, and public administration to drive community engagement, fostering local climate champions and amplifying participation.

California Environmental Quality Act (CEQA) Review – The CAP qualifies as a project under the CEQA and requires an environmental review; this ensures compliance with State and Federal environmental regulations.

Climate Dashboard – Ensures that the commitments made during the CAP planning process result in the intended emissions reductions and other community benefits through ongoing monitoring and reporting of policy, program, and project implementation. The dashboard will be designed as a dynamic, user-friendly, and visually compelling monitoring and reporting dashboard for CAP strategies.

Vulnerabilities Assessment – Seeks to uncover distinctive climate impacts in Pico Rivera, by assessing climate exposure, sensitivity, and adaptive capacity. The findings will enhance comprehension of climate impacts and aid in prioritizing effective mitigation and resilience measures.

The City is initiating hazard mitigation planning through the Local Hazard Mitigation Plan (LHMP), designed as a guide for the identification and analysis of hazards to achieve long-term risk reduction. Aligned with the City's General Plan - Safety Element, the LHMP undergoes mandatory updates every five (5) years as required by the Disaster Mitigation Act of 2000, overseen by the Community and Economic Development Department (CED). Acknowledging the potential integration of Phase II of the CAP's Vulnerabilities Assessment with LHMP efforts, CED proposes allocating \$40,000 from Fund 180 (Strategic Goals – CED) for a comprehensive vulnerabilities assessment. This financial

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ACCEPT GRANT FUNDS FROM THE DOE – EECBG AND APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 23-2206 WITH CASCADIA CONSULTING GROUP, INC. FOR THE CLIMATE ACTION PLAN (NON-CIP NO. 6770) Page 5 of 5

allocation aims to enhance the efficacy of CAP. In summary the total expected cost of the CAP, Phase I and II, is approximately \$310,010.

Below is a table which summarizes the sources and uses related to this project.

Table 1. CAP Funding Summary

	General Fund FY 2020-21 YE Surplus	Strategic Goals CED	SoCalGas Grant	EECBG	Total
Agrmt No. 23-2206 (Phase I)	\$99,935	-	\$50,000	-	\$149,935
Amend. No. 1 (Phase II)	\$65	\$40,000	-	\$120,010	\$160,075
Total	\$100,000	\$40,000	\$50,000	\$120,010	\$310,010

Approving Amendment No. 1 to Agreement No. 23-2206 and accepting the EECBG grant funds to develop Phase II of the CAP, will assist staff in delivering a comprehensive and implementable roadmap to enhance the community's health, safety, and quality of life. Finally, this plan will enable the City to compete for grants related to climate and energy, further preparing the Pico Rivera community for the effects of climate change.

Conclusion:

Staff recommends approving a resolution (Enclosure 1) accepting grant funds, amending the budget, approving Amendment No. 1 to Agreement No. 23-2206, and authorizing the City Manager to execute the amendment and all necessary grant fund-related documents.

Steve Carmona

SC:AG:VHF

Enclosures: 1) Resolution

2) Amendment No. 1 to Agreement No. 23-2206

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ACCEPTING GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF ENERGY, ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT, CLIMATE ACTION PLAN

WHEREAS, on November 15, 2021, the Infrastructure Investment and Jobs Act ("Bipartisan Infrastructure Law") was signed into law by President Joe Biden; and

WHEREAS, the Bipartisan Infrastructure Law invests a once-in-a-generation \$1.2 trillion investment in infrastructure and competitiveness with \$500 million allocated to an Energy Efficiency and Conservation Block Grant to provide grants to communities, cities, states, U.S. territories, and Indian tribes to develop and implement clean energy programs and projects; and

WHEREAS, the United States Department of Energy has been delegated the responsibility for the administration of the Energy Efficiency and Conservation Block Grant; and

WHEREAS, the City of Pico Rivera ("City"), as a municipal corporation and general law city, applied for funding from the United States Department of Energy, Energy Efficiency and Conservation Block Grant for the Climate Action Plan (Project); and

WHEREAS, the City was awarded grant funding in the amount of One Hundred Twenty Thousand Ten Dollars and 00/100 Cents (\$120,010) (Grant Funds) for the Project for Fiscal Year (FY) 2023-24.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. Finds that the above recitals are accurate and have served together with the related Agenda Report as the basis for the findings and approvals set forth in this Resolution.

SECTION 2. Approves this resolution accepting Grant Funds in the amount of \$120,010 for the Climate Action Plan from the United States Department of Energy, Energy Efficiency and Conservation Block Grant.

SECTION 3. Amends the FY 2023-24 budget by appropriating funds into the respective revenue and expenditure accounts for the designated Project.

SECTION 4. Authorizes the City Manager to execute all necessary Grant Fund-related projects and all other documents required by the United States Department of

AYES: NOES:	
Cynthia Ayala, CMC, City Clerk	Arnold M. Alvarez-Glasman, City Attorney
ATTEST:	APPROVED AS TO FORM:
	Andrew C. Lara, Mayor
	
APPROVED AND PASSED this 13th da	ay of <u>February</u> , 2024.
SECTION 5. The City Clerk sha shall thereupon be in full force and effect	all attest to the passage of this resolution, and it ct.
Energy for participation in the program at to carry out the intent set forth herein.	and any amendments thereto deemed necessary
RESOLUTION NO Page 2 of 2	

AMENDMENT NO. 1 TO AGREEMENT NO. 23-2206 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND CASCADIA CONSULTING GROUP, INC.

THIS FIRST AMENDMENT TO AGREEMENT NO. <u>23-2206</u> PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND CASCADIA CONSULTING GROUP, INC. ("First Amendment"), effective as of February 13, 2024, is made and entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Cascadia Consulting Group, Inc., ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

- A. City and Consultant (collectively referred to as the "Parties") have previously executed that certain *Agreement No.* 23-2206 *Professional Services Agreement Between the City of Pico Rivera and Cascadia Consulting Group, Inc.*, dated June 28, 2023 ("Agreement") relating to the development of the Climate Action Plan.
- B. Pursuant to Section 5.1 of the Agreement, the Parties desire to add additional services with a corresponding increase in compensation.

NOW, **THEREFORE**, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

1. ADDITIONAL SERVICES

In accordance with Section 5.1. of the Agreement, the Scope of Work included in Exhibit A of the Agreement shall hereby be supplemented with Consultant's proposal attached hereto as Exhibit A-1. Exhibit A-1 is hereby incorporated by reference into the Agreement.

2. COMPENSATION

As compensation for the Additional Services described in Exhibit A-1, the not-to-exceed fee amount under Section 5.1 <u>Consultant's Services</u> of the Agreement shall hereby be increased by One Hundred Sixty Thousand Seventy-Five Dollars (\$160,075.00).

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the Parties shall remain in full force and effect.

Amendment No. 1 to Professional Services Agreement No. 23-2206 **CASCADIA CONSULTING GROUP, INC.**Page 2 of 2

4. **EFFECTIVE DATE.**

Unless otherwise specified herein, this First Amendment shall become effective as of the date set forth below on which the last of the Parties executes this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed and attested by their respective officers hereunto duly authorized.

"City" City of Pico Rivera	"CONSULTANT" Cascadia Consulting Group, Inc.		
Steve Carmona, City Manager	Andrea Martin, Principal-in-Charge		
Dated:	Dated:		
ATTEST:	APPROVED AS TO FORM:		
Cvnthia Avala. City Clerk	Arnold M. Alvarez-Glasman, City Attorney		

EXHIBIT A-1

Scope of Work

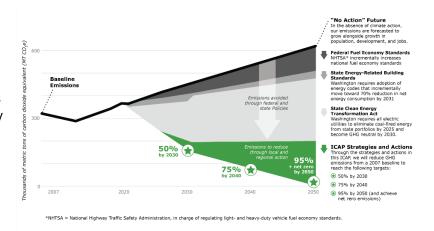
APPROACH TO THE SCOPE OF WORK

Optional Task 2. Forecast & Wedge Analysis (\$13,430)

We propose using the communitywide GHG inventory results to develop a "wedge analysis" that forecasts future GHG emissions and reductions against adopted emissions reduction targets. Wedge analyses help illustrate the impacts that various policies and climate actions could have on reducing the City's future emissions. Modeling future emissions through a wedge analysis also sets the stage for identifying policies, strategies, and measures (Task 5) by zeroing in on priority areas of focus and ensuring that identified CAP actions together set the City on a path to achieve its short- and long-term emissions reduction targets.

Building on the trend analysis (Task 2.2) and GHG emissions reduction targets (Task 3), the wedge analysis consists of two additional analyses:

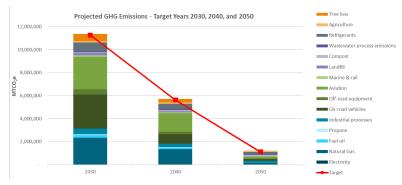
Adjusted business-as-usual (ABAU) analysis:
 With the ABAU, we can quantify the emissions
 reductions expected from compliance with key
 federal and state laws. Examples of relevant
 state policies include building energy
 efficiency standards (Title 24), renewable
 portfolio standard (SB 100), vehicle fuel
 economy standards, the Global Warming
 Solutions Act of 2006 (AB 32), and short-lived
 pollutant requirements and edible food
 recovery (SB 1383).



Local impact analysis: The local impact analysis shows the "emissions reduction gap" remaining to be addressed by City
and community action. We will model estimated GHG emission reductions associated with selected major proposed
strategies in the CAP to provide a clear pathway toward the City meeting its communitywide GHG emission reduction
targets.

Our wedge models include clearly documented assumptions and calculations to ensure transparency and defensibility—crucial should the CAP undergo CEQA-related assessment.

Outcomes from the wedge analysis can bring greater quantification to the assessment of strategies and actions (Task 5) and be incorporated directly as visuals into the CAP (Task 6). We will also briefly summarize findings in a memorandum that can ultimately be included in the CAP as an appendix.



Deliverables:

• Forecast & wedge analysis, Excel-based wedge analysis model and findings memorandum (i.e., CAP technical appendix)



Optional Task 3. Youth Outreach Program (\$19,788)

Throughout the project, we will engage internal and external stakeholders using a broad suite of tools and communications channels, both in-person and digital, to ensure that the information we share is digestible and accessible to all sectors of the Pico Rivera community—and that people of all backgrounds feel welcomed into the climate planning process, encouraged to share their values and priorities, and invested in the resulting plan.

Cascadia and Day One will host events specifically to engage a youth audience, understanding that this perspective is critical to engage in the Climate Action Plan process. Events will include a Youth Sustainability Open House, where youth can learn about the Climate Action Plan and share their perspectives, and pop-up events around Pico Rivera, where youth can volunteer and be trained to share information about the Climate Action Plan.

Deliverables:

- Youth Sustainability Open House event
- Pop-up events with youth
- Event summaries and use of an engagement tracking tool

Optional Task 4. Climate Vulnerability Assessment (\$75,000)

Cascadia will convene an **initial 1.5-hour kick-off meeting** to discuss key decisions regarding the vulnerability assessment's methodology, scope, and boundaries. We will also take this opportunity to **identify other relevant documents to include in a current state review** and explore key areas of concern for the vulnerability assessment.

Cascadia will conduct a qualitative, quantitative, and spatial analysis of climate trends and risks in Pico Rivera, emphasizing impacts to vulnerable populations and infrastructure. We will begin with a qualitative, quantitative and spatial analysis of existing science for observed and projected climate trends and risks relevant to Pico Rivera, focusing on wildfire, stormwater flooding, heat events, and other climate-related risks based on the City's goals. Cascadia anticipates working in collaboration with internal city staff to identify the parameters for the climate change impacts assessment.

Task 4.1 Internal Engagement (City Staff Listening Session)

Cascadia will facilitate **up to two (2) one hour listening sessions** with an internal working group of key City staff, to identify key participants based on preliminary vulnerability assessments and existing knowledge of which community and City functions are most vulnerable to climate change impacts (e.g., wildfire, stormwater flooding, heat events, and other impacts).

Task 4.2 Review and Summary of Climate-Related Resources

Cascadia will coordinate with the City of Pico Rivera to identify up to fifteen (15) documents for review. Cascadia will review these documents to identify observed climate impacts, future climate projections, population growth projections, existing resilience-related plans and policies, climate change implications for community and City assets, emerging issues, and potential adaptation options. Cascadia suggests a diversity of resources, research, and plans that span local, regional, and national scopes. Some potential resources to review include:

- Relevant community engagement summaries
- City-specific documents
- Regional climate impacts and vulnerability assessments, inclusive of the County, nearby Tribes, public agencies, and other local jurisdictions
- National Climate Assessments



We will draft a summary of local climate risks facing Pico Rivera that will inform the vulnerability analysis and will help the City communicate climate impacts to stakeholders and the community.

Task 4.3 Vulnerability Analysis

We will use a quantitative approach to analyze existing data with the goal of creating four sector-focused vulnerability assessments with spatial data layers. We will work with the City team to determine the focus areas, but we anticipate that they could include community resilience and public health, infrastructure, water supply and management, and local economy. The vulnerability assessment process will involve the following steps:

 Step 1. Define Terms. During the kick-off meeting, we will provide a brief overview of a vulnerability assessment and its components of exposure, sensitivity, and adaptive capacity. We will work with the City to agree on definitions for high, medium, and low exposure, sensitivity, and adaptive capacity.



Exposure: Whether a community might experience a given hazard (e.g., location of housing in relation to flooding, landslide hazards, etc.).

Sensitivity: Whether, and to what extent, a community might be damaged or disrupted if exposed to a hazard (e.g., community susceptibility to prolonged extreme heat).

Adaptive Capacity: The ability of the community at large to cope with the consequences of damage or disruption (e.g., health inequities that could increase the danger of extreme heat).

Drawing on frameworks we have used to conduct vulnerability assessments across the state, we will work with the City to develop a framework for Pico Rivera. An example framework is below.¹

Score	Potential Impact	Adaptive Capacity
Low	Impact is unlikely based on projected exposure; would result in minor consequences to public health, safety, and/or other metrics of concern.	The population or asset lacks capacity to manage climate impact; major changes would be required.
Medium	Impact is somewhat likely based on projected exposure; would result in some consequences to public health, safety, and/or other metrics of concern.	The population or asset has some capacity to manage climate impact; some changes would be required.
High	Impact is highly likely based on projected exposure; would result in substantial consequences to public health, safety, and/or other metrics of concern.	The population or asset has high capacity to manage climate impact; minimal to no changes are required.

- Step 2. Identify Exposure, Sensitivity, and Adaptive Capacity Indicators. Cascadia will coordinate with the City to identify what maps will be needed to both conduct the vulnerability assessment and to communicate the findings. We will develop a potential list of sensitivity and adaptive capacity indicators by referencing comparable vulnerability assessments, technical guidance documents, and City staff priorities. We will collect data layers from agency GIS websites, the Pico Rivera GIS website, and City staff, then vet all potential indicators by asking the following questions:
 - **Is the data relevant?** We use indicators that are as recent as possible and that have clear connections to climate change.
 - **Is the data available?** Datasets need to be publicly available or shareable without sensitive and identifiable data being shared.
 - Is the data high quality? We avoid datasets that are incomplete and seek local datasets whenever possible.
 - **Is the data at a census tract-level resolution?** We include all census tracts that are within city boundaries and that overlap with city boundaries.

¹ Southern California Climate Adaptation Framework - SB 379 Compliance Curriculum For Local Jurisdictions. June 2021. Available at: https://scag.ca.gov/sites/main/files/file-attachments/3000 sb379guidebook final.pdf



- Does the data show variability across the city? Some datasets are relevant, high quality, and available at the census tract level, but do not show any variability across the city and are therefore not useful for the indices. We instead note these in the narrative of the vulnerability assessment document.
- Step 3. Physical Vulnerability Analysis and Scoring. We will conduct this analysis to understand how different physical assets the City is interested in such as open spaces and parks or transit infrastructure are exposed to various climate impacts including heavy precipitation and urban flooding, extreme heat, and sea level rise. We will map key results in ArcGIS and will use existing peer-reviewed research and published reports to qualitatively complement the spatial analysis to get a more comprehensive understanding of climate risks and vulnerability.
- Step 4. Social Vulnerability Analysis and Scoring. For community-oriented focus areas, such as public health, community well-being, and local economy, we will develop maps comparing relative vulnerability by census tract using the indicators we collect. To do this, we will normalize each dataset into an index to allow for comparability across census tracts. Indices will be on a scale of zero to one, where zero means lower vulnerability and one means higher vulnerability.

We will map results in ArcGIS, highlighting census tracts with the highest relative vulnerability to climate change across each focus area. We will complement this analysis with qualitative analysis to describe the full scope of potential impacts and vulnerability within each focus area.

Task 4.4 Draft and Final Climate Vulnerability Assessment

Cascadia will draft the Climate Vulnerability Assessment. Cascadia will develop a draft of the CVA. Key elements of the draft Climate Vulnerability Assessment may include the following:

- Executive summary that provides a short 1-2-page overview of the entire Climate Vulnerability Assessment
- Introduction that provides a summary of work to date and the need for this current effort.
- Approach and methodology for the Climate Vulnerability Assessment
- Summary of research, plans, and resources used to inform the Climate Vulnerability Assessment
- Assessment of exposure, sensitivity, and adaptive capacity for key focus areas and community assets.
- Appendices as needed, such as engagement materials and summaries

First, we will provide an outline with a summary of intended information and preliminary content without graphics. We anticipate that this report will be written and designed in Microsoft Word. Based on revisions and comments received during the review of prior drafts, Cascadia will develop and finalize a final Climate Vulnerability Assessment and design it based on branding and design guidelines from the City.

Deliverables:

- Two (2) one hour listening sessions with agenda, materials, and meeting summary
- Climate impacts summary memo
- Up to 40-page vulnerability assessment for Pico Rivera. This vulnerability assessment will include a review of up to (20) source documents, a qualitative and quantitative analysis of up to four (4) focus areas, and up to eight (8) vulnerability and risk maps total. It will be designed in Microsoft Word and will incorporate two rounds of revisions from the City.

Optional Task 5. Complete CEQA Review (\$25,557)

The Pico Rivera Climate Action Plan would qualify as a project under the CEQA—requiring environmental review. In addition, it is our understanding that the City would like the Climate Action Plan to meet the requirements of Senate Bill 32. To address these requirements and the City's expressed needs, We propose completion of CEQA environmental review for the Climate Action Plan in conjunction with the development of the Climate Action Plan.



Based on our understanding of the project and experience on similar projects, we believe the appropriate level of CEQA review for this project would be an **Initial Study resulting in a Negative Declaration**. If this optional task is selected, DJP&A will prepare an Initial Study consistent with the requirements of CEQA and the City of Pico Rivera. The Initial Study will include a cover sheet, table of contents, preface/introduction, a description of the project, brief overview of the environmental setting, discussion of consistency with applicable plans and policies, and discussion of the environmental impacts of the project based on the CEQA Appendix G Checklist as described in detail below.

- **Project Description.**_The Initial Study will provide a detailed description of the proposed Climate Action Plan, including the Climate Action Plan measures and GHG emissions inventory data. Tables and graphics will be provided to illustrate the text.
- **Consistency with Plans and Policies.** A discussion of the proposed project's consistency with the City's General Plan, City Code, and other applicable plans and policies will be included.
- Environmental Setting, CEQA Checklist. The Initial Study will be divided into subsections for each environmental resource. The subsections will be formatted to include a description of the existing environmental setting followed by the relevant CEQA checklist section. The sources of information for determining impacts will be identified.

Once the project description is finalized, DJP&A will prepare the Administrative Draft Initial Study (ADIS). Upon completion of the ADIS, DJP&A will submit an electronic copy of the document to the City for review and comment. DJP&A will then revise the ADIS based on comments received from the City and submit an electronic copy of the document to the City for final review and comment. This scope of work assumes two rounds of review by the City. DJP&A will provide the City with up to 15 hard copies of the Initial Study for public distribution and a PDF of the document for posting on the City's website.

Following completion of the Initial Study, DJP&A will prepare a draft Negative Declaration in conformance with the CEQA Guidelines and the City of Pico Rivera requirements. The draft Negative Declaration will describe the proposed project, present findings related to the environmental conditions, and include a copy of the Initial Study to support the findings.

Deliverables:

- Initial Study
- Administrative Draft Initial Study

Optional Task 6. Climate Dashboard - Develop Tools for Monitoring and Reporting of the CAP (\$26,300)

Ongoing monitoring and reporting is essential to ensure that the commitments made during the planning process result in the intended emissions reductions and other community benefits of climate action. We will leverage deliverables from previous tasks to prepare a dynamic, user-friendly, and visually compelling monitoring and reporting dashboard for CAP strategies.

We typically recommend the use of a custom Microsoft Excel workbook and integration with Power BI for data visualization, interactive analysis, and user-friendly front-end design that is "community friendly." This data model has a few benefits over proprietary systems: (1) it can be queried easily, (2) it is cost effective, (3) it offers full transparency into data and calculations, and (4) it can be updated and maintained by the City in the future. Unlike with proprietary models or software that operate as "black boxes," the City would have full ownership and editing access to both the Excel database and Power BI model/dashboard.

Our previous experience building custom databases for complex inventories has demonstrated that this option results in a data model that maximizes GHG inventory efficiency, replicability, flexibility, and comparability over time, while maintaining data granularity:



- Data visualizations have **filtering**, **cross-tabulation**, **and interactive** functionalities. Data can be "sliced and diced" to analyze by department/agency, scope, emissions sources, sector, building, year, etc.
- Data tables are **scalable** into the future City staff can append inventory data each year to the existing database to allow for year over year tracking and analysis, including progress toward adopted emissions reduction targets.
- Facilities a **streamlined QC process** by visualizing data to identify outliers or anomalies.
- Level of detail allows "drill down" analysis into detailed data inputs (activity data, emissions factors, etc.).
- Visualizes areas for greatest emissions reduction opportunities to **strategically prioritize action planning** and implementation.
- **Dashboarding** capabilities visualize complex datasets into appealing charts and graphics that can be embedded into reports or the City's website. Dashboards can also visualize and track progress on KPIs and metrics over time.

Our proposed process to develop the dashboard is:

- 1. Work with the City to determine the **parameters, KPIs, and visualizations of interest**. Prepare a brief memo of the features and elements to be included in the dashboard.
- 2. Use the GHG inventory results to create a custom Excel workbook for inputting into Power BI.
- 3. Host a **walk-through of the draft dashboard** and include up to three (3) review iterations to finalize the dashboard.
- 4. Conduct a **2-hour training** for City staff who will be responsible for maintaining the dashboard over time.

Our team has extensive experience with similar databases—including the RICAPS tool in San Mateo County, CA and multicity GHG inventories created in collaboration with StopWaste in Alameda County, CA. Cascadia also recently used the Excel/Power BI framework to create a comprehensive, dynamic, multi-year GHG inventory, dashboard, and forecast for 45 jurisdictions in Washington State. We would happily provide the City's project team with a walkthrough of one of our existing Power BI dashboards to demonstrate its functionality and ease of use; please contact us to arrange a presentation. If the City is interested in alternatives to Power BI, we are also happy to discuss alternatives and their pros/cons.

Deliverables:

- Brief memo outlining dashboard features and elements
- Custom Excel workbook of inputs
- Dashboard (PowerBI or similar as budget allows)
- 2-hour training for City staff







To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: MINES AVENUE STORM DRAIN IMPROVEMENTS

PROJECT (CIP NO. 50114) - AWARD OF

CONSTRUCTION CONTRACT

Recommendation:

 Award a Construction Contract, in form approved by the City Attorney under the City's piggyback purchasing procurement procedures for an amount not-toexceed \$131,147 to Vortex Services, LLC for the Mines Avenue Storm Drain Improvements Project, CIP No. 50114, and authorize the City Manager to execute the contract;

- 2. Authorize the City Manager or designee to process change orders, as needed, in an amount not-to-exceed \$19,700 (approximately 15% of the total contract amount) for construction contingency;
- 3. Amend the fiscal year (FY) 2023-24 Adopted Budget by appropriating \$230,000 in Measure W Funds (Fund 209) to Account No. 209.70.7300-54500-50114; and
- 4. Approve the Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder, in accordance with the California Environmental Quality Act (CEQA).

Fiscal Impact:

The FY 2023-24 Adopted Budget does not include funding for this project. An appropriation in the amount of \$230,000 in Measure W Funds (Fund 209) to Account No. 209.70.7300.54500-50114 is needed to cover the construction, construction contingency, construction management, inspection, and project administration of the Mines Avenue Storm Drain Improvements (Project). There is no fiscal impact to the General Fund for this Project.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
MINES AVENUE STORM DRAIN IMPROVEMENTS PROJECT (CIP NO. 50114) –
AWARD OF CONSTRUCTION CONTRACT
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Discussion:

On approximately May 17, 2023, a sink hole developed at the intersection of Paramount Boulevard and Mines Avenue during one of Southern California's 2023 rainstorms. Staff conducted an inspection of the existing City-owned storm drain system and verified that an 18-inch oval corrugated metal pipe (CMP) had collapsed. Public Works staff contacted its emergency on-call contractor to temporarily patch the existing 18-inch CMP and repair the street to eliminate the safety hazard.

There are two (2) 24-inch by 14-inch CMP storm drains that carry water from Mines Avenue and Paramount Boulevard to the adjacent Rio Hondo Spreading Grounds. These storm drains were constructed of the same CMP materials and were installed in the 1950's prior to the City's incorporation. It is staff's observation that over time, the topography, age, material of pipeline, standing waters and flooding have contributed to the corrosion of the CMP bottom and side walls, leaving the pipelines in the intersection susceptible to collapse and in need of rehabilitation.

On August 9, 2023 staff received a bid from Vortex Services, LLC for an amount of \$131,147 consistent with the Houston-Galveston Area Council (H-GAC) Agreement. Vortex Services, LLC has past experience of working in the City for a similar scope of work (on CIP No. 50040, Pico Vista Storm Drain Lining Project) which proved to be successful.

On December 8, 2023, Public Works contractors cleaned and inspected the storm drain lines via close circuit television (CCTV) to confirm the condition of the pipelines and to determine the appropriate repair to the storm drain. Based on the video inspection, staff recommend repairing the existing CMP storm drain lines by a cured-in-place pipe (CIPP) trenchless rehabilitation method. The process of CIPP involves inserting and running a felt liner into a pre-existing pipe that is the subject of repair. Resin within the liner is then exposed to a curing element to make it attach to the inner walls of the pipe. Once fully cured, the lining now acts as a new pipeline.

To complete improvements prior to future rainstorms, staff recommend awarding a Construction Contract following piggybacking procedures under the Pico Rivera Municipal Code (PRMC) 3.20.030.D.3. Staff will piggyback from the Cooperative Purchasing Program Agreement between H-GAC and Vortex Services, LLC for construction of the Project. The City's piggyback purchasing policy exemption Code subsection (D) of section 3.20.030 provides an exemption to competitive bidding when a purchase is made by, through, or in concert with another public agency provided the other public agency makes such purchase in accordance with the state laws or local rules and regulations governing such purchase for the other public agency.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
MINES AVENUE STORM DRAIN IMPROVEMENTS PROJECT (CIP NO. 50114) –
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Furthermore, the City would like this work to be completed in concurrence with the Pico Rivera Regional Bikeway Project, CIP 21280.

The anticipated project schedule is as follows:

The total estimated project budget and estimated expenditures are summarized as follows:

Project Budget	Amount
Measure W – Fund 209 (FY 2023-2024) Appropriation	\$230,000
TOTAL PROJECT BUDGET:	\$230,000

Project Expenditures	Amount
Project Administration	\$59,153
Construction	\$131,147
Contingency	\$19,700
Construction Management & Inspection	\$20,000
TOTAL ESTIMATED PROJECT EXPENDITURES	\$230,000

Environmental Analysis:

Pursuant to the guidelines from the California Environmental Quality Act (CEQA), the project is categorically exempt under Class 1(c) for the repair of existing facilities.

Conclusion:

Staff recommend award of a Construction Contract to Vortex Services, LLC for an amount not-to-exceed \$131,147, authorize the City Manager to execute the contract, authorize the City Manager or designee to process change orders, as needed, in an amount not-to-exceed \$19,700 for construction contingency (approximately 15% of the total contract amount), amend the FY 2023-24 budget and authorize the appropriation

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of \$230,000 in Measure W funds to Account No. 209.70.7300-54500-50114; and approve a Notice of Exception in accordance with CEQA.

Steve Carmona

SC:NN:AR:KG:II

Enclosure: 1) Construction Contract

CITY OF PICO RIVERA MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of February 13, 2024, by and between the CITY OF PICO RIVERA, a California municipal corporation ("City") and Vortex Services, LLC a California Corporation ("Contractor"). Contractor's license number is 774055 (A, B, C10, C31)0; Contractor's DIR registration number is 100008879.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Scope of Services</u>. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as <u>Mines Ave Storm Drain Improvements Project</u>, <u>CIP 50114, Project</u> ("Project"), as described in this Agreement, the Scope of Work attached hereto as <u>Exhibit A</u>, and incorporated herein by this reference, the Contractor's Proposal dated August 9, 2023, also included in Exhibit A, and the Houston-Galveston Area Council Cooperative Agreement attached hereto as <u>Exhibit B</u>, and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.
- 2. <u>Extra Work.</u> Extra work, when ordered in writing by the Director of Public Works and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director of Public Works. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director of Public Works, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.
- 3. <u>Term.</u> This Agreement shall become effective on the date first set forth above and shall remain in effect until the tasks described herein are completed to City's approval, but in no event later than December 31, 2024, unless sooner terminated pursuant to Section 12 of this Agreement. Additionally, there shall be three one-year options to renew the Agreement with the mutual written consent of both parties. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions as this Agreement for a maximum period not to exceed six months or until renewed or awarded to a new contractor, whichever is less.

4. Time of Performance.

- A. Contractor will not perform any work under this Agreement until:
- 1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and
 - 2) City gives Contractor a written notice to proceed.

- B. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.
- 5. <u>Time</u>. Time is of the essence in this Agreement.
- 6. <u>Force Majeure</u>. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.
- 7. <u>Compensation</u>. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed One Hundred Seventy-Seven Thousand Eight Hundred Ten Dollars (\$177,810.00), in accordance with the prices as submitted in <u>Exhibit</u> B.
- 8. <u>Payments.</u> Contractor shall submit to City an invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

- 9. <u>Taxes</u>. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in <u>Exhibit A</u>.
- 10. <u>Audit</u>. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.
- 11. <u>Unresolved Disputes</u>. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Contractor shall retain any

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and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to this Agreement, and the consideration and payment of such clams, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Agreement hereby incorporates those provisions as though fully set forth herein.

Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 904 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable.

12. <u>Termination</u>. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

If at any time the Contractor is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the City, and will be served upon the Contractor and its sureties. If the Contractor continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the City within the time specified in such Notice, the City shall have the authority to terminate the Contract for this Project.

In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

13. Indemnification.

A. <u>Indemnities for Third Party Claims</u>.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and

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losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

- 2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may 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 subparagraph A.2.
- 3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 13 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. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.
- B. <u>Workers' Compensation Acts Not Limiting</u>. Contractor's indemnifications and obligations under this Section 13, or any other provision of this Agreement, shall 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 City, its officers, agents, employees and volunteers.

- C. <u>Insurance Requirements Not Limiting</u>. 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. The indemnities in this Section 13 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.
- D. <u>Survival of Terms</u>. Contractor's indemnifications and obligations under this Section 13 shall survive the expiration or termination of this Agreement.
- E. <u>Nonwaiver of Rights.</u> Indemnities do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify against any such negligence.
- F. <u>Waiver of Right of Subrogation.</u> Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnities.

14. Insurance Requirements for City of Pico Rivera Public Works Contract.

- A. <u>Minimum Scope and Limits of Insurance</u>. Contractor shall procure and 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 a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage, a general aggregate limit of \$2,000,000.00 per project or location and \$5,000,000 umbrella or excess liability. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
- 2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services

under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 14.

- 3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.
- B. <u>Acceptability of Insurers</u>. The insurance policies required under this Section 15 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 14.
- C. <u>Additional Insured</u>. The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Project, regardless of any inconsistent statement in the policy or an subsequent endorsement, whether liability is attributable to the Contractor or the City. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.
- D. <u>Primary and Non-Contributing</u>. The insurance policies required under this Section 14 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- E. <u>Contractor's Waiver of Subrogation</u>. The insurance policies required under this Section 14 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.
- F. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, 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.
- G. <u>Cancellations or Modifications to Coverage</u>. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 14 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 14 is canceled or reduced in coverage or limits, Contractor shall, within two business days of

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notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

- H. <u>City Remedy for Noncompliance</u>. If Contractor does not maintain the policies of insurance required under this Section 14 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 14, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.
- I. <u>Evidence of Insurance</u>. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 14. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current insurance certificates and endorsements on file with City's Risk Manager at all times during the term of this Agreement. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements must specifically name the CITY OF PICO RIVERA and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

- J. <u>Indemnity Requirements not Limiting</u>. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.
- K. <u>Subcontractor Insurance Requirements</u>. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 14.
- L. <u>Replacement Insurance.</u> Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due to the

Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

- M. <u>Subcontractors.</u> Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.
- 15. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. <u>Familiarity with Work</u>.

- A. By executing this Agreement, Contractor represents that it has
- 1) Thoroughly investigated and considered the scope of services to be performed;
 - 2) Carefully considered how the services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.
- 17. <u>Hazardous Materials and Unknown Conditions.</u> Contractor shall notify City in writing of the discovery of any of the following conditions, without disturbing the condition, as soon as Contractor, or any of Contractor's subcontractors, agents or employees have knowledge and reporting is possible:
- A. The presence of any materials that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
- B. Subsurface or latent physical conditions at the site differing from those indicated in the Scope of Services;
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Agreement.

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Pending determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

City shall promptly investigate the reported conditions. If City, through its Director of Community Development and Public Works, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then City shall issue a change order.

In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

- 18. <u>Utilities Relocation.</u> City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the Scope of Work. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed damages for delay arising from the removal or relocation of such unidentified utility facilities.
- 19. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its 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 compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

- 20. <u>Prevailing Wages</u>. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in <u>Exhibit C</u>, attached hereto and incorporated herein by this reference.
- 21. <u>Workers' Compensation Insurance</u>. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

- 22. <u>Nondiscriminatory Employment</u>. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.
- 23. <u>Debarred, Suspended or Ineligible Contractors.</u> Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7 or any other federal of State law providing for the debarment of contractors from public works. If the Contractor of any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.
- 24. <u>Compliance with Laws</u>. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.
- 25. <u>Payment Bond</u>. Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as <u>Exhibit D</u> and incorporated herein by this reference.
- 26. <u>Substitution of Securities.</u> Pursuant to Public Contracts Code Section 22300, Contractor shall be allowed to substitute securities for any moneys withheld by the City to ensure performance under the Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall

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then pay those moneys to the Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to the Contractor.

- 27. <u>Contractor's Representations</u>. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.
- 28. <u>Conflicts of Interest</u>. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.
- 29. <u>Third Party Claims</u>. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.
- 30. Non-Assignability; Subcontracting. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of present ownership and/or control of Contractor. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder with the express consent of the City.
- 31. <u>Applicable Law</u>. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.
- 32. <u>Attorneys' Fees and Costs</u>. If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this

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Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

- 33. <u>Titles</u>. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
- 34. <u>Authority</u>. The persons executing this Agreement on behalf of Contractor warrants and represents that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.
- 35. <u>Integration; Amendment.</u> It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.
- 36. <u>Incorporation by Reference</u>. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, Community Workforce Agreement, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.
- 37. <u>Entire Agreement</u>. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.
- 38. <u>Construction</u>. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

Maintenance Services Agreement **VORTEX SERVICES**, **LLC** Page 13 of 14

- 39. <u>Non-waiver of Terms, Rights and Remedies</u>. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
- 40. <u>Notice</u>. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

Noe Negrete, P.E. Public Works Director City of Pico Rivera 6615 Passons Blvd Pico Rivera, CA 90660

To Contractor:

Ryan Graham, President Vortex Services, LLC 4801 Crystal Hill Rd. North Little Rock, AR 72118

- 41. <u>Counterparts</u>. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.
- 42. <u>Severability</u>. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

Maintenance Services Agreement VORTEX SERVICES, LLC

Page 14 of 14

CITY OF PICO RIVERA	CONTRACTOR
By: Steve Carmona, City Manager	
ATTEST:	By:
ATTEST.	Printed Name:
	Title:
By: Cynthia Ayala, City Clerk	
APPROVED AS TO FORM:	By:
	Printed Name:
Ву:	Title:
Arnold M. Alvarez-Glasman, City Attorney	

EXHIBIT A

Scope of Work and Contractor's Proposal



January 29, 2024

Adrian Rodriguez
City of Pico Rivera
Adrian.rodriguez@pico-rivera.org

Proposal: City of Pico Rivera, CA – Mines Ave. Storm Drain Rehabilitation **HGAC Contract No. TP07-18**

Vortex Services, LLC is pleased to offer the following proposal to provide CIPP rehabilitation of the designated storm drain pipes outlined below. Our proposal is based upon correspondence with your team via email, on-site visits, and phone. The CIPP rehab included in this proposal is for CMP storm drains with approx. diameters of 18" X 216', 75' & 120'.

Item No.	Description	Qty	Unit	Unit Price	Total		
A30	18" – Clean and TV Storm Sewer	411	LF	\$ 13.80	\$ 5,671.80		
C6	18" X 9.0mm Steam/Water Cure	411	LF	\$ 78.20	\$ 32,140.20		
C43	15" – 18" CIPP Set-up Charge per LF	411	LF	\$ 12.00	\$ 4,932.00		
C66	15" – 21" Setup Charge (<300 LF) per Setup	3	EA	\$ 1,500.00	\$ 4,500.00		
011	Barricades, Signs, and Traffic Handling per Setup	3	EA	\$ 3,500.00	\$ 10,500.00		
012	Traffic Control Plan per Setup	3	EA	\$ 2,500.00	\$ 7,500.00		
-	Trash Capture Devices	1	LS	\$ 6,706.56	\$ 6,706.56		
-	Confined Space Entry & Equipment	1	LS	\$ 14,196.00	\$14,196.00		
P31	Travel and Mobilization – California	1	EA	\$ 45,000.00	\$ 45,000.00		
	TOTAL = \$ 131,146.56						



Pricing is **INCLUSIVE** of:

- Provide pre-work submittal
- Confined Space Entry Procedures & Equipment
- Prevailing wage / certified payroll, if required
- Traffic Control Permits, Plans, Outside TC services
- High velocity of pipeline prior to lining 2-3 passes
- Installation of CIPP liner to 9mm thickness
- Final video inspection

This pricing does **NOT INCLUDE** the cost for the following:

- Bypass Pumping
- BMP's, Survey and staking, preparing as-builts
- Removal of mineral or other hard deposits, lining over active infiltration, root removal
- Traffic Control exceeding signs or cones
- 3rd party testing or testing other than spark (holiday) testing
- Non-weather related delays
- Site clearing or excavation
- Site Restoration
- Permits, fees, surveys, or biological monitoring

General Notes & Conditions:

- Site access to be determined by physical inspection
- Customer/Owner to provide access to potable water supply
- Pricing valid for 30 days
- Quantities are subject to field verification

Thank you for the opportunity to offer you this proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Ryan Graham Vortex Services, LLC C: (281) 639-3237 rgraham@vortexcompanies.com

EXHIBIT B

Houston-Galveston Area Council Cooperative Contract

H-GAC

Houston-Galveston Area Council P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - VacVision Environmental, LLC - Public Services - 18-00380

18-00380

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

H-GAC

Houston-Galveston Area Council P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - VacVision Environmental, LLC - Public Services - 18-00380 18-00380

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and VacVision Environmental, LLC, hereinafter referred to as the Contractor, having its principal place of business at 10200 U.S. Highway 92 East, Tampa, FL 33610.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

VacVision Environmental, LLC

Nicholas Banchetti Signature -B7EF48F41231484.

Nicholas Banchetti Name

C00 Title

Date 6/14/2018 **H-GAC**

Signatur -82EC270D5D61423...

Chuck Wemple Name

Executive Director Title

Date 6/13/2018

Attachment A

VacVision Environmental, LLC Trenchless Pipeline Rehabilitation Services Contract No.: TP07-18

Item			
#	Unit	Pay Item Descrition	Price
A. Clean/TV and Ev	valuation for Gra	vity Pipelines	
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	4.0
A2	LF	Sewer Main Television Inspection (18" through 24" Diameter)	6.00
A3	LF	Sewer Main Television Inspection (27" through 36" Diameter)	8.00
A4	LF	Sewer Main Television Inspection (42" through 48" Diameter)	12.00
A5	LF	Sewer Main Television Inspection (54" through 60" Diameter)	14.00
A6	LF	Sewer Main Television Inspection (66" through 72" Diameter)	22.00
A7	LF	Sewer Main Television Inspection (78" through 90" Diameter)	35.00 40.00
A8	LF	Sewer Main Television Insepction (96" through 108" Diameter) Sewer Main Cleaning - Normal (8" through 15" Diameter)	40.00
A9 A10	LF LF	Sewer Main Cleaning - Normal (a "through 13" Diameter)	6.00
A11	LF	Sewer Main Cleaning - Normal (15' through 36" Diameter)	8.00
A12	LF	Sewer Main Cleaning - Normal (42" through 48" Diameter)	12.00
A13	LF	Sewer Main Cleaning - Normal (54" through 60" Diameter)	14.00
A14	LF	Sewer Main Cleaning - Normal (66" through 72" Diameter)	22.00
A15	LF	Sewer Main Cleaning - Normal (78" through 90" Diameter)	35.00
A16	LF	Sewer Main Cleaning - Normal (96" through 108" Diameter)	40.00
A17	LF	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	6.00
A18	LF	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	8.00
A19	LF	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	25.00
A20	LF	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	35.00
A21	LF	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	38.00 55.00
A22	LF	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	80.0
A23 A24	LF LF	Sewer Main Cleaning - Mechanical (78" through 90" Diameter) Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	110.0
A25	LF	6" Clean and TV storm sewer	5.5
A26	LF	8" Clean and TV storm sewer	5.5
A27	LF	10" Clean and TV storm sewer	6.9
A28	LF	12" Clean and TV storm sewer	6.9
A29	LF	15" Clean and TV storm sewer	9.6
A30	LF	18" Clean and TV storm sewer	13.8
A31	LF	21" Clean and TV storm sewer	16.5
A32	LF	24" Clean and TV storm sewer	19.3
A33	LF	27" Clean and TV storm sewer	20.7
A34	LF	30" Clean and TV storm sewer	27.6
A35	LF	33" Clean and TV storm sewer	34.5 41.4
A36	LF_	36" Clean and TV storm sewer	55.2
A37	LF	42" Clean and TV storm sewer	69.0
A38 A39	LF	48" Clean and TV storm sewer 54" Clean and TV storm sewer	82.8
A39 A40	LF LF	60" Clean and TV storm sewer	100.0
A41	LF	66" Clean and TV storm sewer	115.0
A42	LF	72" Clean and TV storm sewer	130.0
A43	LF	78" Clean and TV storm sewer	145.0
A44	LF	84" Clean and TV storm sewer	160.0
A45	LF	90" Clean and TV storm sewer	175.0
A46	LF	96" Clean and TV storm sewer	190.0
A47	LF	102" Clean and TV storm sewer	205.0
A48	LF	108" Clean and TV storm sewer	220.0
A49	LF	114" Clean and TV storm sewer	235.0
A50	LF	Greater than 114" Clean and TV storm sewer	250.0
A51	LF	6" - 12" Post TV Inspection After Rehabilitation	5.0
A52	LF	14" - 20" Post TV Inspection After Rehabilitation	9.0
A53	LF	21" - 36" Post TV Inspection After Rehabilitation	12.0
A54	LF _	37"- 42" Post TV Inspection After Rehabilitation	22.0
A55	LF LF	43"- 48" Post TV Inspection After Rehabilitation 49"- 54" Post TV Inspection After Rehabilitation	32.0
A56 A57	LF LF	55"- 60" Post TV Inspection After Rehabilitation	42.0
A58	LF	61"- 72" Post TV Inspection After Rehabilitation	52.0
A59	LF	73" or Larger Post TV Inspection After Rehabilitation	62.0
A60	EA	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	4312.0
A61	HR	Major Lift Station Cleaning - Additional Hours	1078.0
A62	EA	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	1150.0
A63	HR	Minor Lift Station Cleaning - Additional Hours	287.5
A64	HR	Vactor Truck Services	500.0
A65	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	90.0
A66	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	350.0
A67	EA	Re-setup for TV Due to Point Repairs or Obstructions	300.0
A68	LF	Mechanical Root removal	3.2
A69	LF	Grease removal	690.0
A70	EA	Other Remote Obstruction removal (max. 5 lf)	1.8
A71	LF	Smoke Testing	

A73			400.00
	EA	GPS Survey of Manholes & Cleanouts	400.00
	EA	Heavy Debris Removal - MAN ENTRY	250.00
		Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	500.00
A75			1000.00
A76	LF	Heavy Debris Removal - REMOTE ENTRY	
A77	EA	Dyed Water Flooding/Leak Quantification & Evaluation	322.00
B. Centrifugally Ca	st Pipe Renabilitat	ion for Sewer Lines	l
		POST STORMANDS OF PSHARHITATION 1 "Thislenges	405.00
B1	LF	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	
B2	LF	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	430.00
В3	LF	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	460.00
		54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B4	LF '		
B5	LF	60" STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	678.00
B6	LF	66" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B7	LF	72" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
			925.00
B8	LF	78" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	
B9	LF	84" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1075.00
B10	LF	90" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
	LF	96" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B11			
B12	LF	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B13	LF	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
		Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B14	LF		55.00
815	SF	NON ROUND SEWER PIPE	
B16	LF	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	405.00
B17	LF	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	430.00
			460.00
B18	LF	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	
819	LF	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B20	LF	60" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	678.00
	LF	66" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B21			850.00
B22	LF	72" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	
B23	LF	78" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B24	LF	84" SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	1075.00
		90" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B25	LF		
B26	LF	96" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B27	LF	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
	LF	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B28			2700.00
B29	LF	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	
B30	SF	EACH ADDITIONAL .5" Thickness	15.00
B31	SF(of WWF)	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	15.00
			10.00
B32	LF(of Rebar)	REINFORCEMENT WITH REBAR-#3	
₿33	LF(of Rebar)	REINFORCEMENT WITH REBAR- #4	20.00
B34	LF(of Rebar)	REINFORCEMENT WITH REBAR-#8	40.00
	+	INFILTRATION CONTROL- CHEMICAL GROUT	100.00
B35	GALLON		50.00
B36	PAIL	INFILTRATION CONTROL- QUAD-PLUG	
837	CF	REBUILD INVERT	75.00
B38	LF	JOINT PREPARATION	20.00
		ANTIMICROBIAL APPLICATION	5.00
B39	SF		50.00
B40	CY	CHANNEL EXCAVATION	
B41	CY	DEBRIS REMOVAL	65. <u>00</u>
. B42	AC	CLEARING AND GRUBBING	4500.00
			1500.00
B43	EACH	TREE REMOVAL (6" – 12")	3000.00
B44	EACH	TREE REMOVAL (13" – 23")	
B45	EACH	TREE REMOVAL (> 24")	5000.00
		REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	
0.40	EACH		1200.00
B46			1200.00 250.00
B46 B47	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	1200.00 250.00
B47		SERVICE LATERAL REINSTATEMENT - MAN ENTRY	
B47			
847 C. Cured-In-Place	Pipe (CIPP) Rehab	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines	250.00
B47 C. Cured-In-Place	Pipe (CIPP) Rehab	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE	250.00 36.80
847 C. Cured-In-Place	Pipe (CIPP) Rehab	SERVICE LATERAL REINSTATEMENT - MAN ENTRY ilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE	250.00 36.80 34.96
B47 C. Cured-In-Place	Pipe (CIPP) Rehab	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE	36.80 34.96 38.64
B47 C. Cured-In-Place C1 C2 C3	Pipe (CIPP) Rehab	SERVICE LATERAL REINSTATEMENT - MAN ENTRY ilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM / WATER CURE	36.80 34.96 38.64
B47 C. Cured-In-Place C1 C2 C3 C4	Pipe (CIPP) Rehab	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE	36.80 34.96 38.64 53.36
B47 C. Cured-In-Place C1 C2 C3	Pipe (CIPP) Rehab	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE	36.80 34.96 38.64 53.36 64.40
B47 C. Cured-In-Place C1 C2 C3 C4	Pipe (CIPP) Rehab	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE	36.80 34.96 38.64 53.36 64.40 78.20
847 C. Cured-In-Place C1 C2 C3 C4 C5	Pipe (CIPP) Rehab	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE	36.80 34.96 38.64 53.36 64.40 78.20
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE	36.80 34.96 38.64 53.36 64.40 78.20
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 21" x 10.5mm STEAM/WATER CURE	36.80 34.96 38.64 53.36 64.40 78.20
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 12" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 21" x 9.0mm STEAM/WATER CURE 24" x 10.5mm STEAM/WATER CURE 27" x 10.5mm STEAM /WATER CURE	36.80 34.96 38.64 53.36 64.40 78.20 105.80 128.80
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 21" x 10.5mm STEAM/WATER CURE	250.00 36.80 34.99 38.64 53.36 64.40 78.20 105.80 128.80 147.20
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 12" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 21" x 9.0mm STEAM/WATER CURE 24" x 10.5mm STEAM/WATER CURE 27" x 10.5mm STEAM /WATER CURE	250.00 36.80 34.96 38.64 53.36 64.40 78.20 105.80 128.80 147.20 174.80 207.00
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY ilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM / WATER CURE 12" x 6.0mm STEAM / WATER CURE 15" x 7.5mm STEAM / WATER CURE 18" x 9.0mm STEAM / WATER CURE 21" x 9.0mm STEAM/WATER CURE 21" x 10.5mm STEAM/WATER CURE 22" x 10.5mm STEAM / WATER CURE 30" x 12.0mm STEAM / WATER CURE 33" x 12.0mm STEAM / WATER CURE	250.00 36.80 34.99 38.64 53.36 64.40 78.20 105.80 128.80 147.20
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 22" x 10.5mm STEAM/WATER CURE 24" x 10.5mm STEAM/WATER CURE 30" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE	36.86 34.96 38.6- 53.3- 64.40 78.20 105.88 128.86 147.20 174.80 207.00
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 24" x 10.5mm STEAM/WATER CURE 27" x 10.5mm STEAM /WATER CURE 30" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 36" x 12.0mm STEAM /WATER CURE	36.86 34.96 38.64 53.34 64.44 78.20 105.86 128.86 147.20 174.86 207.00 230.00
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY illitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 22" x 10.5mm STEAM/WATER CURE 24" x 10.5mm STEAM/WATER CURE 30" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE	36.86 34.96 38.64 53.36 64.4(78.20 105.80 128.86 147.20 174.80 207.00 230.00 257.60
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 11" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 21" x 9.0mm STEAM/WATER CURE 27" x 10.5mm STEAM /WATER CURE 27" x 10.5mm STEAM /WATER CURE 30" x 12.0mm STEAM /WATER CURE 30" x 12.0mm STEAM /WATER CURE 36" x 12.0mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE	36.88 34.96 38.64 53.36 64.44 78.21 105.80 128.80 147.21 174.88 207.00 230.00 257.60 432.40
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 21" x 9.0mm STEAM/WATER CURE 22" x 10.5mm STEAM /WATER CURE 27" x 10.5mm STEAM /WATER CURE 30" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 44" x 15.0mm STEAM /WATER CURE	36.88 34.99 38.64 53.30 64.44 78.21 105.88 128.86 147.21 174.88 207.00 230.0 257.6 432.4
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM / WATER CURE 10" x 6.0mm STEAM / WATER CURE 12" x 6.0mm STEAM / WATER CURE 15" x 7.5mm STEAM / WATER CURE 18" x 9.0mm STEAM / WATER CURE 21" x 9.0mm STEAM / WATER CURE 21" x 9.0mm STEAM / WATER CURE 22" x 10.5mm STEAM / WATER CURE 27" x 10.5mm STEAM / WATER CURE 30" x 12.0mm STEAM / WATER CURE 33" x 12.0mm STEAM / WATER CURE 43" x 13.5mm STEAM / WATER CURE 44" x 15.5mm STEAM / WATER CURE 45" x 15.0mm STEAM / WATER CURE 46" x 15.0mm STEAM / WATER CURE 54" x 18.0mm STEAM / WATER CURE 54" x 18.0mm STEAM / WATER CURE	250.00 36.88 34.99 38.6- 53.30 64.44 78.21 105.80 128.80 147.21 174.8- 207.00 230.00 257.6 432.44 552.0 650.0
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 21" x 9.0mm STEAM/WATER CURE 22" x 10.5mm STEAM /WATER CURE 27" x 10.5mm STEAM /WATER CURE 30" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 44" x 15.0mm STEAM /WATER CURE	250.00 36.88 34.99 38.6 53.30 64.40 78.20 105.80 128.80 147.20 174.80 227.00 230.00 257.60 432.40 552.00 650.00
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM / WATER CURE 10" x 6.0mm STEAM / WATER CURE 12" x 6.0mm STEAM / WATER CURE 15" x 7.5mm STEAM / WATER CURE 18" x 9.0mm STEAM / WATER CURE 21" x 9.0mm STEAM / WATER CURE 21" x 9.0mm STEAM / WATER CURE 22" x 10.5mm STEAM / WATER CURE 27" x 10.5mm STEAM / WATER CURE 30" x 12.0mm STEAM / WATER CURE 33" x 12.0mm STEAM / WATER CURE 43" x 13.5mm STEAM / WATER CURE 44" x 15.5mm STEAM / WATER CURE 45" x 15.0mm STEAM / WATER CURE 46" x 15.0mm STEAM / WATER CURE 54" x 18.0mm STEAM / WATER CURE 54" x 18.0mm STEAM / WATER CURE	250.00 36.80 34.90 38.6- 53.3: 64.44 78.20 105.88 147.2: 174.8: 207.0 230.0 257.6 432.4 552.0 650.0 0.9 4.6
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY ilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 10" x 6.0mm STEAM WATER CURE 12" x 6.0mm STEAM / WATER CURE 12" x 7.5mm STEAM / WATER CURE 15" x 7.5mm STEAM / WATER CURE 18" x 9.0mm STEAM / WATER CURE 21" x 9.0mm STEAM / WATER CURE 22" x 10.5mm STEAM / WATER CURE 22" x 10.5mm STEAM / WATER CURE 30" x 12.0mm STEAM / WATER CURE 33" x 12.0mm STEAM / WATER CURE 33" x 12.0mm STEAM / WATER CURE 42" x 13.5mm STEAM / WATER CURE 42" x 13.5mm STEAM / WATER CURE 42" x 13.5mm STEAM / WATER CURE 48" x 15.0mm STEAM / WATER CURE 54" x 18.0mm STEAM / WATER CURE 56" x 22.5mm STEAM / WATER CURE 60" x 22.5mm STEAM / WATER CURE 60" x 21" Additional 1.5mm 10" & 12" Additional 1.5mm	250.00 36.80 34.90 38.6- 53.3: 64.44 78.20 105.88 147.2: 174.8: 207.0 230.0 257.6 432.4 552.0 650.0 0.9 4.6
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY ilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 22" x 10.5mm STEAM/WATER CURE 24" x 10.5mm STEAM /WATER CURE 30" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 45" x 15.0mm STEAM /WATER CURE 46" x 15.0mm STEAM /WATER CURE 56" x 8" x 15.0mm STEAM /WATER CURE 56" x 8" Additional 1.5mm 10" & 12" Additional 1.5mm 10" & 12" Additional 1.5mm	250.00 36.88 34.90 38.6- 53.31 64.44 78.21 105.88 128.88 147.21 174.88 207.0 230.0 257.6 432.4 552.0 650.0 0.9 4.6 13.8
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM/WATER CURE 21" x 9.0mm STEAM/WATER CURE 24" x 10.5mm STEAM/WATER CURE 27" x 10.5mm STEAM /WATER CURE 30" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 48" x 15.0mm STEAM /WATER CURE 56" x 12.0mm STEAM /WATER CURE 60" x 22.5mm STEAM /WATER CURE 60" x 22.5mm STEAM /WATER CURE 60" x 22.5mm STEAM /WATER CURE 60" x 24" Additional 1.5mm 10" & 12" Additional 1.5mm 15" & 18" Additional 1.5mm	36.88 34.96 38.66 53.31 64.44 78.21 105.88 128.88 147.28 207.00 230.00 257.66 432.44 552.0 650.0 9 4.66 13.8
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY ilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 12" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 22" x 10.5mm STEAM/WATER CURE 24" x 10.5mm STEAM /WATER CURE 30" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 45" x 15.0mm STEAM /WATER CURE 46" x 15.0mm STEAM /WATER CURE 56" x 8" x 15.0mm STEAM /WATER CURE 56" x 8" Additional 1.5mm 10" & 12" Additional 1.5mm 10" & 12" Additional 1.5mm	36.88 34.96 38.64 53.36 64.44 78.20 105.80 128.88 147.20 237.00 230.00 257.66 432.44 552.00 650.00 0.99 4.66 13.88 23.00 27.66
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 112" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM/WATER CURE 21" x 9.0mm STEAM/WATER CURE 22" x 10.5mm STEAM /WATER CURE 27" x 10.5mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 36" x 12.0mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 48" x 15.0mm STEAM /WATER CURE 56" x 12.0mm STEAM /WATER CURE 66" x 22.5mm STEAM /WATER CURE 66" x 22.5mm STEAM /WATER CURE 66" x 22.5mm STEAM /WATER CURE 66" x 24.5mm STEAM /WATER CURE 67" x 12" Additional 1.5mm 10" & 12" Additional 1.5mm 11" & 12" Additional 1.5mm 21" & 24" Additional 1.5mm 21" & 24" Additional 1.5mm	36.88 34.96 38.64 53.36 64.44 78.20 105.80 128.80 127.00 230.00 257.60 432.40 552.00 650.00 4.60 13.80 23.00 27.60
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 11" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 21" x 9.0mm STEAM/WATER CURE 21" x 9.0mm STEAM/WATER CURE 27" x 10.5mm STEAM /WATER CURE 27" x 10.5mm STEAM /WATER CURE 30" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 36" x 12.0mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 60" x 22.5mm STEAM /WATER CURE 60" x 22.5mm STEAM /WATER CURE 66" x 8" Additional 1.5mm 10" & 12" Additional 1.5mm 11" & 24" Additional 1.5mm 21" & 24" Additional 1.5mm 21" & 24" Additional 1.5mm 27" Additional 1.5mm 30" Additional 1.5mm	36.86 34.96 38.64 53.34 64.44 78.20 105.86 128.86 147.20 174.86 207.00 230.00
B47 C. Cured-In-Place C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21	Pipe (CIPP) Rehat LF LF LF LF LF LF LF LF LF L	SERVICE LATERAL REINSTATEMENT - MAN ENTRY iilitation for Sewer Lines 6" x 4.5mm STEAM / WATER CURE 8" x 6.0mm STEAM WATER CURE 10" x 6.0mm STEAM /WATER CURE 112" x 6.0mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 15" x 7.5mm STEAM /WATER CURE 18" x 9.0mm STEAM/WATER CURE 21" x 9.0mm STEAM/WATER CURE 22" x 10.5mm STEAM /WATER CURE 27" x 10.5mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 33" x 12.0mm STEAM /WATER CURE 36" x 12.0mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 42" x 13.5mm STEAM /WATER CURE 48" x 15.0mm STEAM /WATER CURE 56" x 12.0mm STEAM /WATER CURE 66" x 22.5mm STEAM /WATER CURE 66" x 22.5mm STEAM /WATER CURE 66" x 22.5mm STEAM /WATER CURE 66" x 24.5mm STEAM /WATER CURE 67" x 12" Additional 1.5mm 10" & 12" Additional 1.5mm 11" & 12" Additional 1.5mm 21" & 24" Additional 1.5mm 21" & 24" Additional 1.5mm	36.88 34.96 38.64 53.36 64.44 78.20 105.80 128.80 127.00 230.00 257.60 432.40 552.00 650.00 4.60 13.80 23.00 27.60

C25	EA	42" Additional 1.5mm	46
			55
C26	EA	48" Additional 1.5mm	64
C27	EA	54" Additional 1.5mm	
C28	EA	60" Additional 1.5mm	75
C29	EA	Internal reconnects on Cured-in-place pipe	276
			4
C30	LF	6" & 8" Additional .7mm	
C31	LF	10" & 12" Additional .7mm	7
C32	LF	15" Additional .7mm] 9
C33	LF	18" Additional .7mm	10
			12
C34	LF	21" Additional .7mm	+
C35	LF	24" Additional .7mm	14
C36	LF	27" Additional .7mm	15
C37	LF	30" Additional .7mm	17
			18
C38	LF	33" Additional .7mm	
C39	LF	36" Additional .7mm	20
C40	LF	42" Additional .7mm	29
C41	LF	48" Additional .7mm	42
			7
C42	LF	6"-12" CIPP Set-up Charge	
C43	LF	15"-18" CIPP Set-up Charge	12
C44	LF	21"-24" CIPP Set-up Charge	18
	LF	27"-36" CIPP Set-up Charge	24
C45			24
C46	LF	42"-48" CIPP Set-up Charge	
C47	LF	6" - 12" CIPP Additional Charge Per Install Length (>200')	36
C48	LF	15" - 18" CIPP Additional Charge Per Install Length (>200')	42
			42
C49	LF	21" - 24" CIPP Additional Charge Per Install Length (>200')	48
C50	LF	27" - 36" CIPP Additional Charge Per Install Length (>200')	
C51	LF	42" - 48" CIPP Additional Charge Per Install Length (>200')	5-
C52	LF	6" to 12" Backyard Easement Additional Set-up Per Install Length	!
			10
C53	LF	15" to 24" Backyard Easement Additional Set-up Per Install Length	
C54	LF	27" to 48" Backyard Easement Additional Set-up Per Install Length	1
C55	EA	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	300
			300
C56	EA	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	300
C57	EA	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	
C58	EA	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	300
	EA	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	300
C59		5 Tee Top nat reperation tateral Not Institute 1	300
C60	EA	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	
C61	LF	4"-6" Installation and cure of lateral liner from surface clean out to main	598
C62	EA	4"-6" Set-up for installations of <20 each total	460
			322
C63	EA	4"-6" Set-up for installations of 20-50 each total	184
C64	EA	4"-6" Set-up for installations of 51-150 each total	
C65	EA	6" - 12" CIPP Setup Charge (< 300 LF)	100
		15" - 21" CIPP Setup Charge (< 300 LF)	150
C66	EA		200
C67	EA	24" - 36" CIPP Setup Charge (< 300 LF)	
		36" or Larger CIPP Setup Charge (< 300 LF)	400
C68	EA		
		Backward Fasement Setun (6" - 10")	250
C69	EA	Backyard Easement Setup (6" - 10")	
	EA EA	Backyard Easement Setup (12" - 18")	350
C69	EA		350
C69 C70 C71	EA EA SY	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup	350
C69 C70 C71	EA EA	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup	350
C69 C70 C71	EA EA SY	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines	350
C69 C70 C71	EA EA SY	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'-8' deep)	350
C69 C70 C71 Pipe Bursting F	EA EA SY Rehabilitation for	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'-8' deep)	350 7
C69 C70 C71 Pipe Bursting F	EA EA SY Rehabilitation for	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	350 7
C69 C70 C71 Pipe Bursting F D1 D2 D3	EA EA SY Rehabilitation for	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	350
C69 C70 C71 Pipe Bursting F	EA EA SY Rehabilitation for	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" to 8" IPS SDR 19 (10'- 8' deep)	350
C69 C70 C71 Pipe Bursting F D1 D2 D3	EA EA SY Rehabilitation for	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	350 7
C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5	EA EA SY Rehabilitation for LF LF LF LF LF LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	350
C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5 D6	EA EA SY Rehabilitation for LF LF LF LF LF LF LF LF LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	350
C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5 D6	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	350 7
C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5 D6	EA EA SY Rehabilitation for LF LF LF LF LF LF LF LF LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	350
C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5 D6	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	350
C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5 D6 D7 D8 D9	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	350
C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5 D6 D7 D8 D9 D10	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'-8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	350
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C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5 D6 D7 D8 D9 D10 D11 D12 D13 D14 D15 D16	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'-8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	350 7
C69 C70 C71 Dipe Bursting F D2 D3 D4 D5 D6 D7 D8 D9 D10 D11 D12 D13 D14 D15 D16 D17	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'-8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (0'-8' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (0'-8' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	350 6 6 6 6 7 8 8 8 9 1 1 1 1 1
C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5 D6 D7 D8 D9 D10 D11 D12 D13 D14 D15 D16 D17 D18	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'-8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	350 77
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C69 C70 C71	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep) Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep) Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (10'- 8' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (10'- 8' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (10'- 8' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (10'- 8' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (10'- 8' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (10'- 8' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (10'- 8' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (10'- 8' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (10'- 8' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (10'- 8' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (10'- 8' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (10'- 8' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (10'- 8' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (10'- 8' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (10'- 8' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (10'- 8' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (10'- 8' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep) Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep) Burst existing 24" or 27"	350 7 6 6 6 6 7 7 7 7 8 8 8 8 8 9 11 14 16 11 11 12 12 12 12 12 13 14 14 15 16 17 18 18 18 18 18 18 18 18 18 18
C69 C70 C71	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'-8' deep) Burst existing 6" to 6" IPS SDR 19 (8'-12' deep) Burst existing 6" to 6" IPS SDR 19 (12'-16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (0'-8' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (0'-8' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (0'-8' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (0'-8' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (0'-8' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (0'-8' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 24" or 27" to 28" IPS SDR 19 (12'-16' deep) Burst existing 24" or 27" to 28" IPS SDR 19 (12'-16' deep) Burst existing 24" or 27" to 28" IPS SDR 19 (12'-16'	350 7 6 6 6 6 7 7 8 8 8 8 9 11: 14: 14: 14: 14: 14: 14: 14:
C69 C70 C71	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'-8' deep) Burst existing 6" to 6" IPS SDR 19 (8'-12' deep) Burst existing 6" to 6" IPS SDR 19 (12'-16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'-16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'-16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'-16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'-16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 24" or 27" to 28" IPS SDR 19 (12'-16' deep) Burst existing 24" or 27" to 28" IPS SDR 19 (0'-8'	350 7 6 6 6 6 7 7 8 8 8 8 9 11 14 14 14 15 20 21 22 22 23 33 33 33
C69 C70 C71	EA EA SY Rehabilitation for LF	Burst existing 6" or 0" in 10" in 10" ips SDR 19 (0"-8" deep) Burst existing 6" to 6" ips SDR 19 (0"-8" deep) Burst existing 6" to 6" ips SDR 19 (10"-8" deep) Burst existing 6" to 6" ips SDR 19 (10"-8" deep) Burst existing 6" or 8" to 8" ips SDR 19 (12"-16" deep) Burst existing 6" or 8" to 8" ips SDR 19 (12"-16" deep) Burst existing 6" or 8" to 8" ips SDR 19 (12"-16" deep) Burst existing 6" or 8" to 8" ips SDR 19 (12"-16" deep) Burst existing 8" or 10" to 10" ips SDR 19 (12"-16" deep) Burst existing 8" or 10" to 10" ips SDR 19 (12"-16" deep) Burst existing 8" or 10" to 10" ips SDR 19 (12"-16" deep) Burst existing 8" or 10" to 10" ips SDR 19 (12"-16" deep) Burst existing 10" or 12" to 12" ips SDR 19 (12"-16" deep) Burst existing 10" or 12" to 12" ips SDR 19 (12"-16" deep) Burst existing 10" or 12" to 12" ips SDR 19 (12"-16" deep) Burst existing 10" or 12" to 12" ips SDR 19 (12"-16" deep) Burst existing 10" or 15" to 16" ips SDR 19 (12"-16" deep) Burst existing 12" or 15" to 16" ips SDR 19 (12"-16" deep) Burst existing 12" or 15" to 16" ips SDR 19 (12"-16" deep) Burst existing 12" or 15" to 16" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 15" or 18" to 18" ips SDR 19 (12"-16" deep) Burst existing 18" or 21" to 22" ips SDR 19 (12"-16" deep) Burst existing 18" or 21" to 22" ips SDR 19 (12"-16" deep) Burst existing 21" or 24" to 24" ips SDR 19 (12"-16" deep) Burst existing 21" or 24" to 24" ips SDR 19 (12"-16" deep) Burst existing 24" or 27" to 28" ips SDR 19 (12"-16" deep) Burst existing 24" or 27"	250 350 77 6 6 6 6 7 7 7 8 8 8 8 9 11 14 14 14 15 22 22 22 22 23 33 33 33
C69 C70 C71 Pipe Bursting F D1 D2 D3 D4 D5 D6 D7 D8 D9 D10 D11 D12 D13 D14 D15 D16 D17 D18 D19 D20 D21 D22 D23 D24 D25 D24 D25 D26 D27 D28	EA EA SY Rehabilitation for LF	Backyard Easement Setup (12" - 18") Timber Matting for Large Diameter Setup Sewer Lines Burst existing 6" to 6" IPS SDR 19 (0'-8' deep) Burst existing 6" to 6" IPS SDR 19 (8'-12' deep) Burst existing 6" to 6" IPS SDR 19 (12'-16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16' deep) Burst existing 6" or 8" to 8" IPS SDR 19 (12'-16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (0'-8' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16' deep) Burst existing 8" or 10" to 10" IPS SDR 19 (12'-16' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (0'-8' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (0'-8' deep) Burst existing 10" or 12" to 12" IPS SDR 19 (0'-8' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 12" or 15" to 16" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (0'-8' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (0'-8' deep) Burst existing 15" or 18" to 18" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 18" or 21" to 22" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 21" or 24" to 24" IPS SDR 19 (12'-16' deep) Burst existing 24" or 27" to 28" IPS SDR 19 (12'-16' deep) Burst existing 24" or 27" to 28" IPS SDR 19 (12'-16' deep) Burst existing 24" or 27" to 28" IPS SDR 19 (12'-16'	350 77 66 66 67 67 68 68 68 68 68 68 68 68 68 68

D33	EA EA	16" - 22" Pipeburst Setup Charge (< 300 LF) 24" or Larger Pipeburst Setup Charge (< 300 LF)	65
e Bursting Re	habilitation for	r Water Lines	
		124	
E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	
E4 E5	LF LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	
E6	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	
E7	EA	6" Flow Stop	6
E8	EA	8" Flow Stop	7.
E9	EA	10" Flow Stop	8
E10	EA	12" Flow Stop	10
E11	EA	3/4" Service Tap, Install on 4"-8" Waterline	10
E12	EA	1" Service Tap, Install on 4"-8" Waterline	1.
E13	EA	1.5" Service Tap, Install on 4"-8" Waterline	14
E14	EA	2" Service Tap, Install on 4"-8" Waterline	2(
E15	EA	3/4" Service Tap, Install on 10"-12" Waterline	10
E16	EA	1" Service Tap, Install on 10"-12" Waterline	12
E17	EA	1.5" Service Tap, Install on 10"-12" Waterline	14
E18	EA	2" Service Tap, Install on 10"-12" Waterline	20
E19	EA	Install 4"-8" tee, to any size	3(
E20	EA	Install 10"-12" tee, to any size	41
E21	EA	Install 4"-8" mechanical joint wet connection, to any size	2
E22	EA	Install 10"-12" wet connection, to any size	60
E23	LF	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	
E24	LF	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	
E25	CY	Annual and void space grouting	
E26	EA	Install 1" Corporation Stop with Valve Box	
E27	EA	Install 2" Corporation Stop with Valve Box	
E28	EA	Install 4" gate valve & box	1
E29	EA	Install 6" gate valve & box	- 1
E30	EA	Install 8" gate valve & box	1.
E31	EA	Install 12" gate valve & box	2:
E32	EA	Install 8"x2" service saddle	9
E33	EA	Install 12"x1" service saddle	12
E34	EA	Install 12"x2" service saddle	1
E35	EA	Connect new 1" water line w/existing 1" water line	4
E36	EA	Connect new 2" water line w/existing 2" water line	
E37	EA	Connect new 4" water line w/existing 4" water line	
E38	EA	Connect new 6" water line w/existing 6" water line	
E39	EA	Connect new 8" water line w/existing 8" water line	
E40	EA	Connect new 12" water line w/existing 12" water line	10
E41	EA	Install 3/4 inch service connections	
E42	EA	Remove and dispose of existing fire hydrant	
E43	EA	Salvage existing fire hydrant and re-install in new location	3:
E44	TON	Repair pavement with cold mix asphalt	
E45	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	
E46	EA	Furnish and install 6" ductile iron pipe fire hydrant lead piping	
E47	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	4
-lining With I	HDPE or FRP Re	ehabilitation	
F1	LF	6" HDPE IPS SDR 21 (0'- 8' deep)	
F2	LF	6" HDPE IPS SDR 21 (8'- 12' deep)	
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	
F4	LF	8" HDPE IPS SDR 21 (0'- 8' deep)	
F5	LF	8" HDPE IPS SDR 21 (8'- 12' deep)	1
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	
F7	LF	10" HDPE IPS SDR 21 (0'- 8' deep)	
F8	LF	10" HDPE IPS SDR 21 (8'- 12' deep)	
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	
F10	LF	12" HDPE IPS SDR 21 (0'- 8' deep)	1
F11	LF	12" HDPE IPS SDR 21 (8'- 12' deep)	
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	
F13	LF	16" HDPE IPS SDR 21 (0'- 8' deep)	
F14	LF	16" HDPE IPS SDR 21 (8'- 12' deep)	
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	
F16	LF	18" HDPE IPS SDR 21 (0'- 8' deep)	
F17	LF	18" HDPE IPS SDR 21 (8'- 12' deep)	
	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	
F18	LF	20" HDPE IPS SDR 21 (0'- 8' deep)	
F18		20" HDPE IPS SDR 21 (8'- 12' deep)	
F19		20" HDPE IPS SDR 21 (12'- 16' deep)	
F19 F20	LF		
F19 F20 F21	LF		
F19 F20 F21 F22	LF LF	24" HDPE IPS SDR 21 (0'- 8' deep)	
F19 F20 F21 F22 F23	LF LF LF	24" HDPE IPS SDR 21 (0'- 8' deep) 24" HDPE IPS SDR 21 (8'- 12' deep)	
F19 F20 F21 F22 F23 F24	LF LF LF	24" HDPE IPS SDR 21 (0'- 8' deep) 24" HDPE IPS SDR 21 (8'- 12' deep) 24" HDPE IPS SDR 21 (12'- 16' deep)	
F19 F20 F21 F22 F23	LF LF LF	24" HDPE IPS SDR 21 (0'- 8' deep) 24" HDPE IPS SDR 21 (8'- 12' deep)	

F28	LF	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	368
F29	LF	48" Installation of FRP or SRPCP segments (20 If std. Segments)	506
F30	LF	54" Installation of FRP or SRPCP segments (20 If std. Segments)	552
F31	LF	60" Installation of FRP or SRPCP segments (20 If std. Segments)	736
F32	LF	72" Installation of FRP or SRPCP segments (20 If std. Segments)	920
			303
F33	LF	27" Installation of FRP or SRPCP segments <10lf joints	331
F34	LF	30" Installation of FRP or SRPCP segments <10lf joints	
F35	LF	36" Installation of FRP or SRPCP segments < 10If joints	386
F36	LF	42" Installation of FRP or SRPCP segments <10If joints	441
F37	LF	48" Installation of FRP or SRPCP segments <10If joints	607
F38	LF	54" Installation of FRP or SRPCP segments <10lf joints	662
F39	LF	60" Installation of FRP or SRPCP segments <10lf joints	883
		72" Installation of FRP or SRPCP segments <10lf joints	1104
F40	LF		920
F41	LS	27" Set-up for contiguous installations < 150 lf	1840
F42	LS	30" Set-up for contiguous installations < 150 lf	
F43	LS	36" Set-up for contiguous installations < 150 lf	184
F44	LS	42" Set-up for contiguous installations < 150 lf	184
F45	LS	48" Set-up for contiguous installations < 150 lf	184
F46	LS	54" Set-up for contiguous installations < 150 lf	184
F47	LS	60" Set-up for contiguous installations < 150 lf	184
F48	LŞ	72" Set-up for contiguous installations < 150 lf	184
			6
F49	CUFT	All Sizes Annular space grouting cement slurry base	500
F50	LS	All Sizes Set-up for annular space grouting <100 cubic feet	
F51	LB	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	9
abala and St	ructura Pahahili	tation	
iniole and Sti	ructure Rehabili	enon	
G1	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.	
G2	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	15
G3	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	16
		Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	17
G4	VF	Mannole Kenabilitation (Standard 6-it Diameter) - 1-inch Portiand-based Cementificous lines	
G5	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	20
G6	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	23
G7	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	26
CO	1/5	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	30
G8	VF	Mainton reliabilitation (Standard 4-it Diameter) 125 mil Epoxy / Polygrey / or approved equal	35
G9	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	40
G10	VF _	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	
G11	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	40
G12	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	4!
G13	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	50
G14	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	6
G15	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	65
G16	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	7(
<u> </u>	•		10
G17	EA	Rebuild Bench and Invert	10
G18	SQFT	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	
G19	SQFT	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	1
G20	SQFT	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	
			1
G21	SQFT	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	
G22	SQFT	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	
G23	SQFT	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	
G24	SQFT	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	1
G25	SQFT	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	
G26	SQFT	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	1
		WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	
G27	SQFT		4
G28	EA	Vacuum Test Manhole (12" mainline or smaller)	4
G29	EA	Holiday Test Manhole (Epoxy Only)	
G30	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	
G31	VF	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter) Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or	4
G32	SQFT	approved equal	4
G33	VF	Manhole Rehabilitation - w/1 inch Geopolymer	4
G34	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	1
G35	EA	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	18
		Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	4
G36	VF	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	
G37	SQFT	All Sizes installation or poured in place structure without forms remaining depth 10.4	·
G38	SQFT	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	
G39	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	
	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	
G40		Level 1 to 1 t	
G40 G41	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	
		All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf All Sizes Set-up for install of poured in place MH structure <100 sq ft	13

G44	EA	All Sizes Installation of Manhole Chimney Seal	55
G45	EA	New manhole frame and cover-24"	85
G46	EA	New manhole frame and cover-32"	150
G47	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	160
G48	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	192
G49	EA	Adjust manhole frame and cover up to 1 Ft	95
G50	VF	Adjust manhole frame and cover over 1 Ft	50
G51	EACH	Invert Installation, 4' Dia.	140
G52	EACH	Invert Installation, 5' Dia.	150
G53	EACH	Invert Installation, 6' Dia.	170
G54	SF	Invert Installation, Other Configurations	250
	Associated Item		483
H1	EA_	6" - 8" Point repair (0'- 8' deep) 6" - 8" Point repair (8'- 12' deep)	552
H2 H3	EA EA	6" - 8" Point repair (12'-16' deep)	1035
H4	EA	10" - 12" Point repair (0'- 8' deep)	506
H5	EA	10" - 12" Point repair (8'- 12' deep)	575
H6	EA	10" - 12" Point repair (12'-16' deep)	1150
H7	EA	15" - 18" Point repair (0'-8' deep)	690
Н8	EA	15" - 18" Point repair (8'-12' deep)	805
H9	EA	15" - 18" Point repair (12'-16' deep)	1380
H10	EA	21" - 24" Point repair (0'-8' deep)	1380
H11	EA	21" - 24" Point repair (8'-12' deep)	1610
H12	EA	21" - 24" Point repair (12'-16' deep)	2070
H13	LF	6" - 8" Point repair extra length over 10 linear feet	
H14	LF	10" - 12" Point repair extra length over 10 linear feet	
H15	LF	15" - 18" Point repair extra length over 10 linear feet	13
H16	LF	21" - 24" Point repair extra length over 10 linear feet	20
H17	EA	Obstruction Removal (0'- 12' deep)	345
H18	EA	Obstruction Removal (12'- 15' deep)	575
H19	EA	External reconnect (0'- 8' deep) up to 5 linear feet	126
H20	EA	External reconnect (8'- 12' deep) up to 5 linear feet	177
H21	EA	External reconnect (12'- 16' deep) up to 5 linear feet	402
H22	EA	External reconnect (16-20' deep) up to 5 linear feet	97
H23	EA	External reconnect (over 20' deep) up to 5 linear feet	1437
H24	LF	Extra length service connection over 5 linear feet	1
H25	EA	Remove and replace or install cleanout	184
H26	LF	New pipe installation by open cut 6" - 8" (0'- 8' deep)	
H27	LF	New pipe installation by open cut 6" - 8" (8'- 12' deep)	
H28	LF	New pipe installation by open cut 6" - 8" (12'-16' deep)	1
H29	LF	New pipe installation by open cut 10" - 12" (0'- 8' deep)	
Н30	LF	New pipe installation by open cut 10" - 12" (8'- 12' deep)	
Н31	LF	New pipe installation by open cut 10" - 12" (12'-16' deep)	1
H32	LF	New pipe installation by open cut 15" - 18" (0'-8' deep)	1
H33	LF	New pipe installation by open cut 15" - 18" (8'-12' deep)	1.
н34	LF	New pipe installation by open cut 15" - 18" (12'-16' deep)	1
H35	LF	New pipe installation by open cut 21" - 24" (0'-8' deep)	1
H36	LF	New pipe installation by open cut 21" - 24" (8'-12' deep)	1
Н37	LF	New pipe installation by open cut 21" - 24" (12'-16' deep)	1
H38	EA	Mobilization for open cut WO under 200' of pipe	25
H39	EA	Connection to existing manhole for open cut intallation	
H40	EA	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	35
H41	EA	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	36
H42	EA	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	37
H43	EA	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	40
H44	EA	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	43
H45	EA	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	47
H46	EA	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	53
H47	EΑ	Access Pit (0'-8' deep)	28
H48	EA	Access Pit (8'-12' deep)	40
H49	EA	Access Pit (12'-16' deep)	74
H50	EA	Access Pit (16'-20' deep)	97
Н51	EA	Access Pit (over 20' deep)	23
H52	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	25
H53	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	40
H54	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	74
H55	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	
H56	LF	Trench safety (0-8' deep)	
H57	LF	Trench safety (8-12' deep)	
H58	LF	Trench safety (12-16' deep)	
Н59	LF	Trench safety (16-20' deep)	
H60	LF	Trench safety over 20' deep)	59
	EA	Install New 4' DIA precast manhole 0' - 6' deep	
H61	VF	Extra depth 4' DIA precast manhole over 6' deep	79
H61 H62		Install New 5' DIA precast manhole 0' - 6' deep	78
	EA		
H62	EA VF	Extra depth 5' DIA precast manhole over 6' deep	111
H62 H63			112

Н68	VF	Extra depth 4' DIA fiberglass manhole over 6' deep	633.00
H69	EA	Install New 5' DIA fiberglass manhole 0' - 6' deep	8050.00
H70	VF	Extra depth 5' DIA fiberglass manhole over 6' deep	914.00
H71	ΕA	Install New 6' DIA fiberglass manhole 0' - 6' deep	13800.00
H72	VF	Extra depth 6' DIA fiberglass manhole over 6' deep	1214.00
H73	€A	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	14375.00
H74	VF	Extra Depth Type B Structure, greater than 6' depth	863.00
H75	EA	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	14375.00
H76	VF	Extra Depth Type C Structure, greater than 6' depth	863.0
H77	TON	Cement stabilized sand	44.0
H78	TON	Granular backfill/Crushed Rock	41.00
H79	СУ	Flowable Fill	167.0
H80	EA	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	8625.00
H81	LF	Extra length dewatering over 20 linear feet	100.00
H82	DAY	Operation Maintain Well Points by the Day	978.00
H83	СҮ	Extra hand excavation	144.00
	tional Drilling (HE		
I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	38.7
12	IN/DIA/LF	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	38.7
13	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	45.0
14	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	46.8
15	IN/DIA/LF	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	5.6
16	IN/DIA/LF	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	43.28
17	IN/DIA/LF	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	43.28
18	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	48.9
19	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	59.2
110	IN/DIA/LF	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	8.1
111	IN/DIA/LF	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	46.88
112	IN/DIA/LF	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	46.8
113	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	50.68
114	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	70.3
I15	IN/DIA/LF	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	13.7
116	IN/DIA/LF	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	160.7
117	IN/DIA/LF	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	160.7
118	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	208.3
119	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	225.0
120	IN/DIA/LF	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	26.0
121	IN/DIA/LF	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	187.5
122	IN/DIA/LF	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	187.5
123	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	255.6
124	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	312.5
125	IN/DIA/LF	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	31.9
126	EA	Access Pit for Directional Drill (0'-8' deep)	1106.2
127	EA	Access Pit for Directional Drill (8'-12' deep)	1666.2
128	EA	Access Pit for Directional Drill (12'-16' deep)	2962.5
129	EA	Access Pit for Directional Drill (16'-20' deep)	5556.2
130	LS	2"-4" Set-up for contiguous lengths <150 lf	3625.0
131	LS	6"-8" Set-up for contiguous lengths <150 lf	3625.0
132	LS	10"-12" Set-up for contiguous lengths <150 lf	3625.0
133	LS	15"-18" Set-up for contiguous lengths <150 If	3625.0
134	LS	21"-24" Set-up for contiguous lengths <150 lf	3625.0
135	LS	27"-36" Set-up for contiguous lengths <150 lf	3625.0
	•	and Associated Items.	
			2559.0
J1	EA	Set up 4" pump and piping including up to 1000 feet of bypass discharge line Set up 6" pump and piping including up to 1000 feet of bypass discharge line	4800.0
J2	EA	Set up 8" pump and piping including up to 1000 feet of bypass discharge line Set up 8" pump and piping including up to 1000 feet of bypass discharge line	11000.0
	EA	Set up o pump and piping including up to 1000 feet of bypass discharge line	17400.0
J4	EA_	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	27000.0
J5	EA	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	36.0
16	LF	Additional Length 8" Bypass Discharge Line over 1000 feet	
J7	LF	Additional Length 10" Bypass Discharge Line over 1000 feet	48.0
J8	LF	Additional Length 12" Bypass Discharge Line over 1000 feet	88.0
J9	LF	Additional Length 18" Bypass Discharge Line over 1000 feet	132.0
J10	DAY	Operate 4" pumping System per pump	500.0
J11	DAY	Operate 6" pumping System per pump	2880.0
J12	DAY	Operate 8" pumping System per pump	5640.0
J13	DAY	Operate 12" pumping System per pump	8840.0
J14	DAY	Operate 18" pumping System per pump	17760.0
J15	DAY	Bypass - Driveway Ramp (Setup, Operate, Maintain)	3000.0
J16	DAY	Bypass - Street Ramp (Setup, Operate, Maintain)	3000.0
J17	LF	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	92.0
J18	LF	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	92.
	LF	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	92.
J19	DAY	PIPE FUSION MACHINE 6"-18"	625.
J19 J20		PIPE FUSION MACHINE 4" - 12"	550.
J20			
J20 J21	DAY		87.
J20 J21 J22	DAY DAY	PUMP 3" SELF PRIME - DIESEL	87. 106.
J20 J21	DAY		

126	DAY	PUMP 6" VAC ASSIST - DIESEL	163.00
J26 J27	DAY	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	191.00
J27 J28	DAY	PUMP 8" VENTURI PRIME - DIESEL	258.00
J29	DAY	PUMP 8" SUPER VENTURI PRIME - DIESEL	258.00
J30	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	258.00
J31	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	450.00
J32	DAY	PUMP 12" VENTURI PRIME - DIESEL	430.00
J33	DAY	PUMP 12" VAC ASSIST - DIESEL	430.00
J34	DAY	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	600.00
J35	DAY	PUMP 12" SUPERVAC ASSIST - DIESEL	430.00
J36	DAY	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	600.00
J37	DAY	PUMP 14" VAC ASSIST - DIESEL	758.00
J38	DAY	PUMP 18" VAC ASSIST - DIESEL	1225.00
J39	DAY	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	875.00
J40	DAY	PUMP 10X8 VAC ASSIST - DIESEL	438.00
J41	DAY	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	625.00
J42	DAY	PUMP 1" TO 1.5" AOD - POLY	67.00
J43	DAY	PUMP 2" AOD - ALUMINUM	47.00
J44	DAY	PUMP 2" AOD - STAINLESS	95.00 116.00
J 4 5	DAY	PUMP 2" AOD - POLY	53.00
J46	DAY	PUMP 3" AOD - ALUMINUM	116.00
J47	DAY	PUMP 3" AOD - STAINLESS	75.00
J48	DAY	PUMP 2" TRASH	106.00
J49	DAY	PUMP 3" TRASH	147.00
150	DAY	PUMP 4" TRASH	125.0
J51	DAY	PUMP 4" HYDRAULIC HEAD - VORTEX	125.00
J52	DAY	4" HYDRAULIC PUMP HEAD - CAST IRON	125.0
J53	DAY	4" HYDRAULIC PUMP HEAD - SLUDGE	150.0
J54	DAY	6" HYDRAULIC PUMP HEAD - CAST IRON	150.0
J55	DAY	6" HYDRAULIC PUMP HEAD - STAINLESS	150.0
J56	DAY	6" HYDRAULIC PUMP HEAD - SLUDGE	188.0
J57	DAY	8" HYDRAULIC PUMP HEAD - CAST IRON 12" HYDRAULIC PUMP HEAD - CAST IRON	250.0
J58	DAY	25HP HYDRAULIC POWER UNIT	188.0
J60	DAY	65HP HYDRAULIC POWER UNIT	250.0
J61	DAY	150HP HYDRAULIC POWER UNIT	584.0
J62	DAY	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	250.0
J63	DAY	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	375.0
J64	DAY	GATE VALVE 6" AND UNDER STAINLESS STEEL	20.0
J65	DAY	GATE VALVE 8"	19.0
J66	DAY	GATE VALVE 8" STAINLESS STEEL	38.0
J67	DAY	GATE VALVE 12"	7.0
J68	DAY	GATE VALVE 12" STAINLESS STEEL	28.0
J69	DAY	GATE VALVE 14"	20.0
J70	DAY	18" KNIFE GATE VALVE	185.0
J71	DAY	GATE VALVE 12"	7.0
J72	DAY	4" CHECK VALVE	16.0 47.0
J73	DAY	12" CHECK VALVE	188.0
J74	DAY	STANDALONE PUMP MANIFOLD	12.0
J75	DAY	HOSE 2X20 PVC SUCTION - CAMLOCK	12.0
J76	DAY	HOSE 2X20 RUBBER SUCTION - CAMLOCK	12.0
J77	DAY	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	9.0
178	DAY	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	33.0
J79	DAY	HOSE 3X20 PVC SUCTION - CAMLOCK	33.
180	DAY	HOSE 3X20 TANK TRUCK - CAMLOCK	33.
J81	DAY	HOSE 3X20 RUBBER SUCTION - CAMLOCK	10.
182	DAY	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	19.
J83	DAY	HOSE 4X10 RUBBER SUCTION - QC	14.
J84	DAY	HOSE 4X20 PVC SUCTION - CAMLOCK HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	24.
J85 J85	DAY	HOSE 4X20 KANAFLEX SUCTION - CAINLOCK HOSE 4X20 OSD - FLANGED	31.
186	DAY	HOSE 4X20 OSD - FLANGED HOSE 4X20 TANK TRUCK - FLANGED	31.
187	DAY	HOSE 4X20 TANK TRUCK - FLANGED HOSE 4X20 TANK TRUCK - CAMLOCK	24.
J88 J80	DAY	HOSE 4X20 TANK TROCK - CAMILOCK HOSE 4X20 RUBBER SUCTION - CAMILOCK	24.
190	DAY	HOSE 4X20 RUBBER SUCTION - CAIMEDER HOSE 4X20 RUBBER SUCTION - QC	24
J91	DAY	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	24
J92	DAY	HOSE 4X50 LAYFLAT DISCHARGE - QC	24.
J93	DAY	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	24
J93 J94	DAY	HOSE 6X10 RUBBER SUCTION - CAMLOCK	24
J95	DAY	HOSE 6X10 RUBBER SUCTION - QC	24
196	DAY	HOSE 6X20 PVC SUCTION - CAMLOCK	24.
J96 J97	DAY	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	44
198	DAY	HOSE 6X20 KANAFLEX SUCTION - QC	44
199	DAY	HOSE 6X20 COMPOSITE OSD - FLANGED	44
J100	DAY	HOSE 6X20 OSD - FLANGED	44
		HOSE 6X20 TANK TRUCK - CAMLOCK	44
		prost ones transfer or annual	44
1101	DAY	HOSE 6X20 RUBBER SUCTION - CAMLOCK	
J101 J102	DAY	HOSE 6X20 RUBBER SUCTION - CAMLOCK HOSE 6X20 RUBBER SUCTION - OC	44
1101		HOSE 6X20 RUBBER SUCTION - CAMLOCK HOSE 6X20 RUBBER SUCTION - QC HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	

1100 ,	DAY	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	
J106 J107	DAY	HOSE 8X10 KANAFLEX SUCTION - QC	75
		HOSE 8X10 RUBBER SUCTION - QC	50
J108	DAY	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	50
J109	DAY		50
J110	DAY	HOSE 8X20 KANAFLEX SUCTION - QC	5(
J111	DAY	HOSE 8X20 COMPOSITE OSD - FLANGED	5(
J112	DAY	HOSE 8X20 OSD - FLANGED	5(
J113	DAY	HOSE 8X20 RUBBER SUCTION - QC	5
J114	DAY	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	5
J115	DAY	HOSE 8X50 LAYFLAT DISCHARGE - QC	5
J116	DAY	HOSE 8X50 RUBBER DISCHARGE - QC	5
J117	DAY	HOSE 10X20 OSD - FLANGED	
J118	DAY	HOSE 12X10 STAINLESS - FLANGED	12
J119	DAY	HOSE 12X10 OSD - FLANGED	8
J120	DAY	HOSE 12X10 RUBBER SUCTION - FLANGED	8
J121	DAY	HOSE 12X10 RUBBER SUCTION - QC	
J122	DAY	HOSE 12X20 OSD - FLANGED	
J123	DAY	HOSE 12X20 RUBBER SUCTION - QC	8
J124	DAY	HOSE 12X25 OSD - FLANGED	
J125	DAY	HOSE 12X25 OSD DISCHARGE - FLANGED	
J126	DAY	HOSE 12X30 OSD DISCHARGE - FLANGED	14
J127	DAY	HOSE 14X10 OSD - FLANGED	14
J128	DAY	HOSE 14X20 OSD - FLANGED	14
-		6 X 6 CONTAINMENT BERM	(
J129	DAY	8" 45 DEGREE QC ELBOW FITTING	
J130	DAY	8" 90 DEGREE BAUER FITTING	
1131	DAY		1
J132	DAY	1 X 50 HYD HOSE	1
J133	DAY	1-1/4 X 50 HYDRAULIC HOSE	
J134	DAY	FLANGED REDUCERS (ALL SIZES)	
J135	DAY	Y'S	
J136	DAY	T'S	
J137	DAY	STRAINERS (ALL SIZES)	
J138	DAY	BUTTERFLY VALVES	
J139	DAY	90'S	
J140	DAY	45'S	
J141	DAY	4" ISOLATION VALVE	
J142	DAY	GATE VALVE 6" AND UNDER	
J143	DAY	12" HDPE 90	1
J144	DAY	SUCTION/DISCHARGE MANIFOLD	
J145	DAY	12 X 12 CONTAINMENT BERM	1
1146	DAY	12"-18" PIPE PLUG	
J147	DAY	4 X 10 BAUER PIPE	
J148	DAY	6 X 10 BAUER PIPE	
J149	DAY	6 X 20 BAUER PIPE	
J150	DAY	8 X 10 BAUER PIPE	
J151	DAY	8 X 20 BAUER PIPE	
J151 J152	DAY	10' BRIDGE STYLE ROAD CROSSING	3
	DAY	12" ROAD CROSSING	
J153		12" ROAD CROSSING 12" ROAD CROSSING DOUBLE WIDE	1
J154	DAY	8" ROAD CROSSING DOUBLE WIDE	1
J155	DAY		
J156	DAY	10" ROAD CROSSING DOUBLE WIDE	1
J157	DAY	12" ROAD CROSSING	
J158	DAY	12" ROAD CROSSING DOUBLE WIDE	
J159	DAY	18" ROAD CROSSING	
J160	DAY	12 X 10 TYPE A BAUER PIPE	
J161	DAY	JET ROD	
J162	DAY	15" - 30" PIPE PLUG	
J163	DAY	WELLPOINT RISER	
J164	DAY	SWING ARM ASSEMBLY	
J165	DAY	8" WELLPOINT HEADER PVC	
J166	DAY	8" SCHEDULE 40 PVC 90	
J167	DAY	8" SCHEDULE 40 PVC TEE	
J168	DAY	6X20 WELLPOINT HEADER PIPE	
J169	DAY	6" - 20" FUSION MACHINE	
J170	LF	8" HDPE PIPE DR17	
J171	DAY	12X8 HDPE REDUCER	
J172	LF	12" HDPE PIPE SDR 17	<u> </u>
	LF	12" HDPE PIPE SDR 26	
1172	DAY	14" HDPE 14 X 12 REDUCER	
J173	I DAT	18X12 HDPE REDUCER	L
J174	DAV	TOVITY HOLE REDOCER	
J174 J175	DAY	10" HDBE 90	
J174 J175 J176	DAY	18" HDPE 90	
J174 J175 J176 J177	DAY DAY	18" HDPE SDR 32.5	
J174 J175 J176 J177 J178	DAY DAY DAY	18" HDPE 5DR 32.5 18" HDPE FLG W/BACKUP RING	
J174 J175 J176 J177 J178 J179	DAY DAY DAY DAY	18" HDPE SDR 32.5 18" HDPE FLG W/BACKUP RING 18" HDPE 45 BEND	
J174 J175 J176 J177 J178	DAY DAY DAY DAY DAY	18" HDPE SDR 32.5 18" HDPE FLG W/BACKUP RING 18" HDPE 45 BEND 18" KNIFE VALVE	
J174 J175 J176 J177 J178 J179	DAY DAY DAY DAY DAY DAY DAY	18" HDPE SDR 32.5 18" HDPE FLG W/BACKUP RING 18" HDPE 45 BEND 18" KNIFE VALVE HDPE 45'S	
J174 J175 J176 J177 J178 J179 J180	DAY DAY DAY DAY DAY	18" HDPE SDR 32.5 18" HDPE FLG W/BACKUP RING 18" HDPE 45 BEND 18" KNIFE VALVE HDPE 45'S HDPE 90'S	
J174 J175 J176 J177 J178 J179 J180 J181	DAY DAY DAY DAY DAY DAY DAY	18" HDPE SDR 32.5 18" HDPE FLG W/BACKUP RING 18" HDPE 45 BEND 18" KNIFE VALVE HDPE 45'S	

			24
J186	DAY	10" PIPE PLUG	
J187	DAY	12" PIPE PLUG	2
		36" - 60" PIPE PLUG	29
J188	DAY		
J189	DAY	12" FLNG TEE FLOAT HDPE	
J190	DAY	18 HDPE FLOATING TEE SUCTION	10
J191	DAY	18" X 4" SADDLE	19
J192	DAY	4" QC 45 BEND	
J193	DAY	4" QC 90 BEND	
J194	DAY	END CAP 6"	
J195	DAY	6" QC FLG X SOCKET	
J196	DAY	6" QC TEE	
J197	DAY	6" QC 45 BEND	
$\overline{}$			
J198	DAY	16" HDPE PIPE	
J199	DAY	6" QC 90 BEND	
J200	DAY	8" QC FLG X SOCKET	
J201	DAY	8X12 QC ENLARGER	
		8"QC MPT X BALL	
J202	DAY		
J203	DAY	8 X 6 QC REDUCER	
J204	DAY	8" QC STRAINER	
J205	DAY	8" QC TEE	
J206	DAY	8" QC 45 BEND	
J207	DAY	8" QC FLG X BALL	
J208	DAY	8" QC 90 BEND	
J209	DAY	FLOAT SWITCH	
J210	DAY	8 X 20 QCP PIPE DR26	
J211	DAY	12" QC 90	
J212	DAY	12" QC 45	
1213	DAY	FITTING ELBOW 4" 90 DEGREES	
J214	DAY	FITTING ELBOW 8" 90 DEGREES	
J215	DAY	PUMP HYDROSTATIC TEST 10K PSI AIR	
J216	DAY	PUMP HYDROSTATIC TEST 8K PSI	
J217	DAY	HOSE 8' PUMP HYDROSTATIC TEST	
J218	8HR	PUMP WATCH PER 8 HOUR SHIFT	20
	HOUR	HYDROSTATIC TESTING OF PIPING	4
J219			4
J220	HOUR	24 HOUR SYSTEM TEST	24
J221	DAY	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	
J222	DAY	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	30
J223		TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	43
	DAY	TEAR DOWN 8 PUNIF AND PINIS INCLUDING 1000 FEET OF RYPASS DISCHARGE LINE	42
1224	DAY	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	
J224 J225 J226	DAY DAY DAY	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES) rced Pressure Pipe Lining Systems	55 15
J224 J225 J226	DAY DAY DAY	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	55 15
J224 J225 J226 essure Pipe Lir	DAY DAY DAY aning and Reinfo	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES) rced Pressure Pipe Lining Systems	55 15
J224 J225 J226 essure Pipe Lir K1 K2	DAY DAY DAY ning and Reinfo LF LF	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES) rced Pressure Pipe Lining Systems 6" Installation of Pressure Pipe Lining (Potable) 8" Installation of Pressure Pipe Lining (Potable)	55 15 3 4 4
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J224 J225 J226 sssure Pipe Lir K1 K2 K3 K4 K5 K6 K7 K8 K9 K10	DAY DAY DAY DAY ning and Reinfo LF	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES) rced Pressure Pipe Lining Systems 6" Installation of Pressure Pipe Lining (Potable) 8" Installation of Pressure Pipe Lining (Potable) 10" Installation of Pressure Pipe Lining (Potable) 12" Installation of Pressure Pipe Lining (Potable) 15" Installation of Pressure Pipe Lining (Potable) 18" Installation of Pressure Pipe Lining (Potable) 21" Installation of Pressure Pipe Lining (Potable) 21" Installation of Pressure Pipe Lining (Potable) 24" Installation of Pressure Pipe Lining (Potable) 27" Installation of Pressure Pipe Lining (Potable) 30" Installation of Pressure Pipe Lining (Potable)	55 15 3 4 4 5 5 7 7 7 8 9 9
J224 J225 J226 sssure Pipe Lir K1 K2 K3 K4 K5 K6 K7 K8 K9	DAY DAY DAY DAY Ining and Reinfo LF	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES) rced Pressure Pipe Lining Systems 6" Installation of Pressure Pipe Lining (Potable) 8" Installation of Pressure Pipe Lining (Potable) 10" Installation of Pressure Pipe Lining (Potable) 12" Installation of Pressure Pipe Lining (Potable) 15" Installation of Pressure Pipe Lining (Potable) 18" Installation of Pressure Pipe Lining (Potable) 21" Installation of Pressure Pipe Lining (Potable) 22" Installation of Pressure Pipe Lining (Potable) 30" Installation of Pressure Pipe Lining (Potable) 30" Installation of Pressure Pipe Lining (Potable) 33" Installation of Pressure Pipe Lining (Potable)	555 115 3 4 4 4 5 5 7 7 7 8 8 5 9 111
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Buy			
K38	EA	18" Installation of End Seal	6900
К39	EA	21" Installation of End Seal	6900
K40	EA	24" Installation of End Seal	8280
K41	EA	27" Installation of End Seal	8280
K42	EA	30" Installation of End Seal	8280
K43	EA	33" Installation of End Seal	9660
K44	EA	36" Installation of End Seal	9660
K45	EA	39" Installation of End Seal	11040
K46	EA	42" Installation of End Seal	11040
K47	EA	48" Installation of End Seal	13800
K48	EA	54" Installation of End Seal	13800
K49	EA	6"to 12" System set-up charge (<150 lf)	4140
K50	EA	15" to 21" System set-up charge (<150 lf)	4140
K51	EA	24" to 33" System set-up charge (<150 lf)	4140
K52	EA	36" to 54" System set-up charge (<150 lf)	4140
ressure Pipelin	e Bypass		110
L1	LF	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	1269
L2	EA	Connection of each service from 2"- 4" AWWA approved bypass	2760
L3	Day	Operation of 2"- 4" AWWA approved bypass	13
L4	LF	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	140
L5	EA	Connection of each service from 6"- 8" AWWA approved bypass	331
L6	Day	Operation of 6"- 8" AWWA approved bypass	16
L7	LF	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	172
L8	EA	Connection of each service from 10"- 12" AWWA approved bypass	552
L9	Day	Operation of 10"- 12" AWWA approved bypass	
L10	LF	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	41
L11	EA	Connection of each service from 13"- 19" AWWA approved bypass	179
L12	Day	Operation of 13"- 19" AWWA approved bypass	690
L13	EA	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	55
L14	EA	Connection of each service from 20"- 24" AWWA approved bypass	276
L15	Day	Operation of 20"- 24" AWWA approved bypass	690
L16	LF	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	96
L17	EA	Connection of each service from 25"- 30" AWWA approved bypass	276
L18	Day	Operation of 25"- 30" AWWA approved bypass	828
L19	LF	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	124
L20	EA	Connection of each service from 31"- 37" AWWA approved bypass	276
	Day	Operation of 31"- 37" AWWA approved bypass	828
L21	LF	Set up bypass of mainlines sizes 38"-48" AWWA approved bypass	165
L22 L23	EA	Connection of each service from 38"- 48" AWWA approved bypass	276
L24	Day	Operation of 38"- 48" AWWA approved bypass	828
Line Cleaning	and Inspection fo	or Pressure Pipelines and Mechanical Cleaning	
		6" Cleaning with pressure propelled pigs	
M1	LF	8" Cleaning with pressure propelled pigs	
M2	LF	10" Cleaning with pressure propelled pigs	
M3	LF_		
M4	T		
	LF	12" Cleaning with pressure propelled pigs	
M5	LF	15" Cleaning with pressure propelled pigs	
M6	LF LF	15" Cleaning with pressure propelled pigs 18" Cleaning with pressure propelled pigs	
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M38	LF	24" Pressure pipe inspection	19.
M39	LF	27" Pressure pipe inspection	19.
M40	LF	30" Pressure pipe inspection	19.
M41	LF	33" Pressure pipe inspection	19.
	LF	36" Pressure pipe inspection	22.
M42			22.
M43	LF	42" Pressure pipe inspection	27.
M44	LF	48" Pressure pipe inspection	
M45	LF	54" Pressure pipe inspection	41
M46	LF	Tuberculation Removal (Pressure & Gravity Pipelines)	40
estoration and	d Associated Item		
estoration and			9
N1	LF	Saw Cutting up to 8" depth	12
N2	LF	Saw Cutting over 8" depth	52
N3	SY	Repair/Rehab 2" Asphalt pavement	
N4	SY	Repair/Rehab 8" Flex base	46
N5	SY	Repair/Rehab 8" Concrete pavement	173
N6	SY	Repair/Rehab 6" Concrete driveway	123
N7	SY	Repair/Rehab 4" Concrete sidewalk	98
N8	LF	Repair/Rehab Concrete curb and gutter	29
		Sodding	29
N9	SY		25
N10	LF	Repair/Rehab chain link fence with new	29
N11	LF	Repair/Rehab wooden fence with new	4:
N12	CY	TOPSOIL COMPLETE	
N13	CY	SANDING COMPLETE	4:
N14	CY	MULCH COMPLETE	4
N15	LF	STRAW BALE BARRIER	2
N15	EACH	TREE REPLACEMENT: HARDWOODS, 2"	86
			86
N17	EACH	TREE REPLACEMENT: PINES, 2"	4
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	6
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	8
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	12
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	57
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	26
	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	26
N24		STONE RIP RAP 11PE III, 12 IN POSCE CONTINUE TO	28
N25	SY		1
N26	LF	SILT FENCE TYPE A, COMPLETE	-
N27	LF	SILT FENCE TYPE C, COMPLETE	
N28	LF	ORANGE BARRIER FENCE	
N29	EACH	HAY BALES COMPLETE	16
N30	SY	PLASTIC FILTER FABRIC INSTALLED	1
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	12
	or Rates and Tra		
01	HR	SUPERINTENDENT - REGULAR	3
	HR	FOREMAN - REGULAR	3
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O4 O5 O6 O7 O8 O9 O10	HR HR HR HR HR HR HR EA	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME TRUCK DRIVER - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup)	35
O4 O5 O6 O7 O8 O9	HR HR HR HR HR HR	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME UTILITY - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup) Traffic Control Plan (per setup)	35l
O4 O5 O6 O7 O8 O9 O10	HR HR HR HR HR HR HR EA	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME TRUCK DRIVER - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup) Traffic Control Plan (per setup) Flagmen	350
04 05 06 07 08 09 010 011	HR HR HR HR HR HR EA	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME UTILITY - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup) Traffic Control Plan (per setup)	35 25
04 05 06 07 08 09 010 011 012	HR HR HR HR HR HR HR HR HR	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME TRUCK DRIVER - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup) Traffic Control Plan (per setup) Flagmen	35 25
04 05 06 07 08 09 010 011 012 013 014	HR EA EA	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME TRUCK DRIVER - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup) Traffic Control Plan (per setup) Flagmen Uniformed Officers	356 256 25
04 05 06 07 08 09 010 011 012 013 014 015 Crew Travel &	HR EA EA HR HR EA	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME TRUCK DRIVER - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup) Traffic Control Plan (per setup) Flagmen Uniformed Officers SWPPP Travel and Mobilization- TML Region 2 (Amarillo)	356
04 05 06 07 08 09 010 011 012 013 014 015 Crew Travel &	HR HR HR HR HR HR HR HR HR EA EA HR HR EA	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME TRUCK DRIVER - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup) Traffic Control Plan (per setup) Flagmen Uniformed Officers SWPPP Travel and Mobilization- TML Region 2 (Amarillo)	35i 25i 25
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04 05 06 07 08 09 010 011 012 013 014 015 Crew Travel &	HR HR HR HR HR HR HR EA EA HR EA EA Mobilization EA EA EA EA EA EA	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup) Traffic Control Plan (per setup) Flagmen Uniformed Officers SWPPP Travel and Mobilization- TML Region 2 (Amarillo) Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa) Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls) Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene) Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene) Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	89 89 89 47 47
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04 05 06 07 08 09 010 011 012 013 014 015 Crew Travel & P1 P2 P3 P4 P5 P6 P7 P8 P9 P10 P11	HR HR HR HR HR HR HR HR EA	TRUCK DRIVER - REGULAR UTILITY - REGULAR SUPERINTENDENT - OVER TIME FOREMAN - OVER TIME LABORER - OVER TIME TRUCK DRIVER - OVER TIME UTILITY - OVERTIME Barricades, Signs, and Traffic Handling (per setup) Traffic Control Plan (per setup) Flagmen Uniformed Officers SWPPP Travel and Mobilization- TML Region 2 (Amarillo) Travel and Mobilization- TML Region 3 (Caprock-Lubbock) Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa) Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene) Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio) Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth) Travel and Mobilization- TML Region 9 (Heart of Texas-Waco) Travel and Mobilization- TML Region 10 (Highland Lakes-Austin) Travel and Mobilization- TML Region 10 (Highland Lakes-Austin) Travel and Mobilization- TML Region 11 (Coastal Bend-Corpus Christi) Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	355 255 259 899 899 899 47 47 32 477 32 899
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P79

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Travel and Mobilization - Rehab of 501 Ft to 1000 Ft

JACBuy			
P20	EA	Travel and Mobilization - Missouri	20000.00
P21	EA	Travel and Mobilization - Kansas	20000.00
P22	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P23	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P24	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P25	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P26	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00
P27	EA	Travel and Mobilization - Alabama	20000.00
P28	EA	Travel and Mobilization - Alaska	100000.00
P29	EA	Travel and Mobilization - Arizona	35000.00
P30	EA	Travel and Mobilization - Arkansas	20000.00
P31	EA	Travel and Mobilization - California	45000.00
P32	EA	Travel and Mobilization - Colorado	30000.00
P33	EA	Travel and Mobilization - Connecticut	50000.00
P34	EA	Travel and Mobilization - Delware	50000.00
P35	EA	Travel and Mobilization - Florida	30000.00
P36	EA	Travel and Mobilization - Georgia	35000.00
P37	EA	Travel and Mobilization - Hawaii	+
P38	EA	Travel and Mobilization - Idaho	300000.00
P39	EA		45000.00
P40		Travel and Mobilization - Illinois	30000.00
P41	EA EA	Travel and Mobilization - Indiana Travel and Mobilization - Iowa	30000.00
P42			30000.00
P42	EA	Travel and Mobilization - Kansas	30000.00
P44	EA	Travel and Mobilization - Kentucky	30000.00
	EA	Travel and Mobilization - Louisiana Travel and Mobilization - Maine	20000.00
P45 P46	EA		50000.00
	EA	Travel and Mobilization - Maryland	30000.00
P47	EA	Travel and Mobilization - Massachusetts	30000.00
P48	EA	Travel and Mobilization - Michigan	30000.00
P49	EA	Travel and Mobilization - Minnesota	30000.00
P50	EA	Travel and Mobilization - Mississippi	20000.00
P51	EA	Travel and Mobilization - Montana	30000.00
P52	EA	Travel and Mobilization - Nebraska	30000.00
P53	EA	Travel and Mobilization - Nevada	45000.00
P54	EA	Travel and Mobilization - New Hampshire	45000.00
P55	EA	Travel and Mobilization - New Jersey	50000.00
P56	EA	Travel and Mobilization - New Mexico	40000.00
P57	EA	Travel and Mobilization - New York	45000.00
P58	EA	Travel and Mobilization - North Carolina	30000.00
P59	EA	Travel and Mobilization - North Dakota	40000.00
P60	EA	Travel and Mobilization - Ohio	40000.00
P61	EA	Travel and Mobilization - Oklahoma	15000.00
P62	EA	Travel and Mobilization - Oregon	45000.00
P63	EA	Travel and Mobilization - Pennsylvania	40000.00
P64	EA	Travel and Mobilization - Rhode Island	45000.00
P65	EA	Travel and Mobilization - South Carolina	30000.00
P66	EA	Travel and Mobilization - South Dakota	40000.00
P67	EA	Travel and Mobilization - Tennessee	30000.00
P68	EA	Travel and Mobilization - Utah	30000.00
P69	EA	Travel and Mobilization - Vermont	40000.00
P70	EA	Travel and Mobilization - Virginia	40000.00
P71	EA	Travel and Mobilization - Washington	50000.00
P72	EA	Travel and Mobilization - West Varginia	30000.00
P73	EA	Travel and Mobilization - Wisconsin	40000.00
P74	EA	Travel and Mobilization - Wyoming	40000.00
P75	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P76	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P77	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P78	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
			90000

10000.00

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

- 1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
- 4. Pursuant to Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
- 5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
- 7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate

payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit \$100.00 for each Day, or portion thereof, for each worker, until strict compliance is effectuated.

- 8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- 10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:
 - "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- 11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each

subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT D

PAYMENT BOND (LABOR AND MATERIALS)

Bond No
KNOW ALL PERSONS BY THESE PRESENTS that:
WHEREAS the City of PICO RIVERA ("Public Agency"), State of California, has awarded to
("Principal")
a contract (the "Contract") for the Work described as follows:
Mines Ave Storm Drain Improvents Project, CIP 50114
WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.
NOW, THEREFORE, we, the undersigned Principal, and
(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of
It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or

their assigns in any suit brought upon this Bond.

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:	_	
"Principal"	"Surety"	
By:		
(Seal)	(Seal)	

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.





To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: AWARD OF PROFESSIONAL SERVICES AGREEMENT

TO BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR

LANDSCAPE MAINTENANCE SERVICES

Recommendation:

1. Award a Professional Services Agreement to BrightView Landscape Services Inc. to provide landscape maintenance services for City-owned parks, facilities, parkways, and center medians for an annual amount of approximately \$348,240 and a not-to-exceed \$696,472 for a term of two (2) years, and with a month-to-month option, not-to-exceed one year;

- 2. Authorize the City Manager or designee to process change orders in an amount not-to-exceed 10% of the total agreement, as needed, up to \$69,648 for contingency purposes; and
- 3. Authorize the City Manager to execute the agreement in a form approved by the City Attorney, including any amendments to exercise the one-year extension at the same monthly cost.

Fiscal Impact:

The fiscal year (FY) 2023-24 Adopted Budget includes an available amount of \$116,100 for landscape maintenance services within Account No. 100.40.4032-54500 (Contracted Services) and Account No. 100.40.4030-54645 (Median Island Maintenance). No additional appropriations are necessary at this time. The approximate \$348,240 annual cost for the landscape maintenance services will be appropriately budgeted for the subsequent years.

Discussion:

The Public Works Department, Field Operations Division, is responsible for landscape maintenance services for all parks, public facilities, parkways, parkettes, and raised center median islands. The current vendor is Mariposa Landscape Inc. On October 23, 2023, a Request for Bids (RFB) was published on the Planet Bids platform for

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 AWARD OF PROFESSIONAL SERVICES AGREEMENT TO BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR LANDSCAPE MAINTENANCE SERVICES Page 2 of 3

landscape maintenance services. A total of eight (8) proposals were received by the bid closing date on November 29, 2023. In the RFB, staff included additional City-owned landscape locations that were not included in the previous landscape maintenance contract such as parkways, raised center medians, and frontage roads that are currently being maintained by City staff.

The following bids were received:

Contractor	Total Bid (2-years)
BrightView Landscape Services, Inc.	\$696,471.36
Mariposa Landscape, Inc.	\$719,112.24
DMS Facilities Services, Inc.	\$768,960.00
Greentech Landscape, Inc.	\$833,880.00
CG Landscape, Inc.	\$899,614.80
Parkwood Landscape Maintenance, Inc.	\$930,648.00
North Star Land Care	\$1,123,209.60
SGD Enterprises	\$1,254,360.00

Landscape maintenance services requested in the RFB include, but are not limited to, pruning and trimming shrubs and ground cover plants, control weeds, mow and edge turf grass, removal of leaves, trash, and debris, inspect, maintain, and repair all irrigation systems.

BrightView Landscape Services, Inc. was the lowest responsive and responsible bidder. Staff has verified BrightView's references and found their past performance of work of similar size and scope to be satisfactory. BrightView's bid and insurance documents are in order and their contractor's license is current.

Conclusion:

Staff recommends award of a two-year Professional Services Agreement to BrightView Landscape Services, Inc. for landscape maintenance services (with a month-to-month option not-to-exceed one (1) year) for an annual amount not-to-exceed \$348,240, and authorize the City Manager to approve change orders, as needed, in an amount not-to-exceed \$69,468 (approximately 10% of the total contract amount) for contingency purposes. Pending approval by the City Council, landscape maintenance services are scheduled to begin on March 1, 2024.

Steve Carmona SC:NN:JG:ll

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 AWARD OF PROFESSIONAL SERVICES AGREEMENT TO BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR LANDSCAPE MAINTENANCE SERVICES Page 3 of 3

Enclosures: 1) Professional Services Agreement

2) Request for Bids for Landscape Maintenance Services

CITY OF PICO RIVERA MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of March 1, 2024, by and between the CITY OF PICO RIVERA, a California municipal corporation ("City") and BrightView Landscape Services Inc., a California Corporation ("Contractor"). Contractor's license number is 266211 (C27); Contractor's DIR registration number is 1000005364.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Scope of Services</u>. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as citywide landscape maintenance services ("Project"), as described in this Agreement, the Scope of Work attached hereto as <u>Exhibit A</u>, and incorporated herein by this reference, and Contractor's Proposal dated November 29, 2023, a copy of which is attached hereto as <u>Exhibit B</u> and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.
- 2. <u>Extra Work</u>. Extra work, when ordered in writing by the Director of Public Works and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director of Public Works. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director of Public Works, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.
- 3. <u>Term.</u> This Agreement shall become effective on the date first set forth above and shall remain in effect until the tasks described herein are completed to City's approval, but in no event later than February 28, 2026, unless sooner terminated pursuant to Section 12 of this Agreement. Additionally, there shall be one-year option to renew the Agreement with the mutual written consent of both parties, which may be terminated at will by the City with thirty days prior notice.

4. <u>Time of Performance</u>.

- A. Contractor will not perform any work under this Agreement until:
- 1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and
 - 2) City gives Contractor a written notice to proceed.
- B. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

Maintenance Services Agreement **BRIGHTVIEW LANDSCAPE SERVICES INC.** Page 2 of 14

- 5. <u>Time</u>. Time is of the essence in this Agreement.
- 6. <u>Force Majeure</u>. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.
- 7. <u>Compensation</u>. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Twenty-Nine Thousand and Twenty Dollars (\$29,020.00) per month, in accordance with the prices as submitted in <u>Exhibit B</u>.
- 8. <u>Payments</u>. Contractor shall submit to City an invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

- 9. <u>Taxes</u>. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.
- 10. <u>Audit</u>. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.
- 11. <u>Unresolved Disputes</u>. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor

Maintenance Services Agreement BRIGHTVIEW LANDSCAPE SERVICES INC. Page 3 of 14

shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to this Agreement, and the consideration and payment of such clams, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Agreement hereby incorporates those provisions as though fully set forth herein.

Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 904 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable.

12. <u>Termination</u>. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

If at any time the Contractor is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the City, and will be served upon the Contractor and its sureties. If the Contractor continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the City within the time specified in such Notice, the City shall have the authority to terminate the Contract for this Project.

In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

13. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (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 and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened,

Maintenance Services Agreement **BRIGHTVIEW LANDSCAPE SERVICES INC.** Page 4 of 14

which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

- 2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may 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 subparagraph A.2.
- 3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 13 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. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.
- B. <u>Workers' Compensation Acts Not Limiting</u>. Contractor's indemnifications and obligations under this Section 13, or any other provision of this Agreement, shall 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 City, its officers, agents, employees and volunteers.

- C. <u>Insurance Requirements Not Limiting</u>. 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. The indemnities in this Section 13 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.
- D. <u>Survival of Terms</u>. Contractor's indemnifications and obligations under this Section 13 shall survive the expiration or termination of this Agreement.
- E. <u>Nonwaiver of Rights.</u> Indemnities do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify against any such negligence.
- F. <u>Waiver of Right of Subrogation.</u> Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnities.

14. Insurance Requirements for City of Pico Rivera Public Works Contract.

- A. <u>Minimum Scope and Limits of Insurance</u>. Contractor shall procure and 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 a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
- 2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 14.
- 3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per

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accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

- B. <u>Acceptability of Insurers</u>. The insurance policies required under this Section 15 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 14.
- C. <u>Additional Insured</u>. The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Project, regardless of any inconsistent statement in the policy or an subsequent endorsement, whether liability is attributable to the Contractor or the City. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.
- D. <u>Primary and Non-Contributing</u>. The insurance policies required under this Section 14 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- E. <u>Contractor's Waiver of Subrogation</u>. The insurance policies required under this Section 14 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.
- F. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, 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.
- G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 14 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 14 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- H. <u>City Remedy for Noncompliance</u>. If Contractor does not maintain the policies of insurance required under this Section 14 in full force and effect during the term

Maintenance Services Agreement **BRIGHTVIEW LANDSCAPE SERVICES INC.**Page 7 of 14

of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 14, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. <u>Evidence of Insurance</u>. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 14. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current insurance certificates and endorsements on file with City's Risk Manager at all times during the term of this Agreement. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements must specifically name the CITY OF PICO RIVERA and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

- J. <u>Indemnity Requirements not Limiting</u>. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.
- K. <u>Subcontractor Insurance Requirements</u>. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 14.
- L. Replacement Insurance. Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due to the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.
- M. <u>Subcontractors</u>. Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

Maintenance Services Agreement **BRIGHTVIEW LANDSCAPE SERVICES INC.**Page 8 of 14

15. <u>Antitrust Claims</u>. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. <u>Familiarity with Work</u>.

- A. By executing this Agreement, Contractor represents that it has
- 1) Thoroughly investigated and considered the scope of services to be performed;
 - 2) Carefully considered how the services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.
- 17. <u>Hazardous Materials and Unknown Conditions.</u> Contractor shall notify City in writing of the discovery of any of the following conditions, without disturbing the condition, as soon as Contractor, or any of Contractor's subcontractors, agents or employees have knowledge and reporting is possible:
- A. The presence of any materials that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
- B. Subsurface or latent physical conditions at the site differing from those indicated in the Scope of Services;
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Agreement.

Pending determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

Maintenance Services Agreement BRIGHTVIEW LANDSCAPE SERVICES INC. Page 9 of 14

City shall promptly investigate the reported conditions. If City, through its Director of Community Development and Public Works, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then City shall issue a change order.

In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

- 18. <u>Utilities Relocation.</u> City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the Scope of Work. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed damages for delay arising from the removal or relocation of such unidentified utility facilities.
- 19. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its 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 compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.
- 20. <u>Prevailing Wages</u>. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all

Maintenance Services Agreement **BRIGHTVIEW LANDSCAPE SERVICES INC.**Page 10 of 14

applicable provisions of the California Labor Code, including those set forth in <u>Exhibit C</u>, attached hereto and incorporated herein by this reference.

21. <u>Workers' Compensation Insurance</u>. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

- 22. <u>Nondiscriminatory Employment</u>. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.
- 23. <u>Debarred</u>, <u>Suspended or Ineligible Contractors</u>. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7 or any other federal of State law providing for the debarment of contractors from public works. If the Contractor of any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.
- 24. <u>Compliance with Laws</u>. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.
- 25. <u>Substitution of Securities.</u> Pursuant to Public Contracts Code Section 22300, Contractor shall be allowed to substitute securities for any moneys withheld by the City to ensure performance under the Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to the Contractor.
- 26. <u>Contractor's Representations</u>. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no

Maintenance Services Agreement **BRIGHTVIEW LANDSCAPE SERVICES INC.**Page 11 of 14

litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

- 27. <u>Conflicts of Interest</u>. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.
- 28. <u>Third Party Claims</u>. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.
- 29. <u>Non-Assignability; Subcontracting.</u> The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of present ownership and/or control of Contractor. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder with the express consent of the City.
- 30. <u>Applicable Law</u>. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.
- 31. Attorneys' Fees and Costs. If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Maintenance Services Agreement **BRIGHTVIEW LANDSCAPE SERVICES INC.** Page 12 of 14

- 32. <u>Titles</u>. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
- 33. <u>Authority</u>. The persons executing this Agreement on behalf of Contractor warrants and represents that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.
- 34. <u>Integration; Amendment.</u> It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.
- 35. <u>Incorporation by Reference</u>. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, Community Workforce Agreement, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.
- 36. <u>Entire Agreement</u>. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.
- 37. <u>Construction</u>. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.
- 38. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
- 39. <u>Notice</u>. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received

Maintenance Services Agreement **BRIGHTVIEW LANDSCAPE SERVICES INC.** Page 13 of 14

on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

Steve Carmona City Manager City of Pico Rivera 6615 Passons Blvd Pico Rivera, CA 90660

To Contractor:

The address listed in Exhibit B.

- 40. <u>Counterparts</u>. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.
- 41. <u>Severability</u>. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

[Signatures begin on next page]

Maintenance Services Agreement BRIGHTVIEW LANDSCAPE SERVICES INC. Page 14 of 14

CITY OF PICO RIVERA	CONTRACTOR	
	BRIGHTVIEW LANDSCAPE SERVICES INC	
By: Steve Carmona, City Manager ATTEST:	By: Printed Name: Title:	
By: Cynthia Ayala, City Clerk	_	
APPROVED AS TO FORM:		
By: Arnold M. Alvarez-Glasman, City Atto	 orney	

EXHIBIT A

Scope of Work

EXHIBIT A SCOPE OF SERVICES RFB 2023-PW02 Landscape Service

1.0 GENERAL CONDITIONS

- 1.1 The Contractor shall provide landscape maintenance services at thirty-four (34) locations citywide, including City Parks, Facilities, parkways, and raised center medians as listed in Attachment 3 Bid Form of the RFB. Contractor hereby acknowledges that before submitting the Bid for this Contract, Contractor has visited all existing areas to be maintained, verified the approximate size of the areas, noted for each park, and medians the proposed work, and informed themselves fully as to all conditions that might affect the work specified. Contractor shall not be relieved of liability under this Agreement, nor the City held liable, for any loss sustained by the Contractor, as a result of any variance between conditions referred to in this RFB and the actual conditions revealed during the examination of the locations of the proposed work.
- 1.2 Contractor shall furnish all labor, tools, materials, and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- 1.3 The work shall be done in a thorough and workmanlike manner to the satisfaction of the Contact, or his authorized agent, and comply with all legal construction and landscape maintenance practices. The work areas shall be maintained at the level of service provided for in this Scope of Services at all times. If Contractor fails to meet the requirements of this Scope of Services, Contractor shall re-perform the work until this Scope's requirements are met, and such reperformance shall be at no cost to the City.
- 1.4 Contractor shall have the duty to provide landscape maintenance of all Parks and raised center medians (parkways, facilities, and roadway slopes) according to each site schedule including, but not limited to, the following:
 - a) Prune, shape and trim shrubs, vines and ground cover plants.
 - b) Control weeds.
 - c) Mow and edge turf grass and blow hardscape clean.
 - d) Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris at designated locations.
 - e) Maintain all work sites in safe, attractive and usable conditions.
 - f) Empty trash cans and remove litter at designated locations as listed in Attachment 3 Bid Form.
 - g) Inspect, maintain, and repair all irrigation systems monthly. (Park irrigation systems may have mainlines up to 8 inches in diameter).
- 1.5 Contractor shall perform a maintenance inspection, during daylight hours, of all areas.
- 1.6 Contractor shall complete and submit a monthly Site Inspection form and keep a monthly Site Inspection form and keep a monthly complaint log.
- 1.7 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve routine maintenance work included in these General Conditions shall not be compensated)

EXHIBIT A Page 001 of 8

1.8 Turf Grass Care

- a) Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of the grass blades.
- b) The blade adjustment shall provide a uniform, level cut without ridges, depressions, or scalping.
- c) All warm season turf grasses (Bermuda, St. Augustine) shall be cut at a (1) one inch height throughout the year.
- d) Cool season turf grasses (Fescue, Bluegrass, Ryegrass) shall be cut at a two and one-half (2 ½) inch height throughout the year.
- e) Turf grass mowing heights may be adjusted by the Contact during periods of turf grass renovations.
- f) All turf clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- g) Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
- h) Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule will be approved by the Contact.
- i) All areas shall be mowed once every week.
- j) Any alterations of the approved mowing schedule shall be submitted in writing to the Contact for approval prior to implementation.

1.9 Turf Grass Edging and Trimming

- a) Turf grass edging and trimming shall be performed once every week.
- b) Edging of turf grass shall be performed with a power edger containing a steel blade.
- c) All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.
- d) Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structure located within the turf grass area.
- e) In areas where there is a mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- f) Trimming of plant / turf material may be required around sprinklers to provide maximum irrigation coverage.
- g) All clippings and trimmings shall be removed from the work site the same day work is preformed and prior to a Contractor vacating the work site.
- h) After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
- i) The mowing and edging of turf grass in a designated worksite with the timeframe indicated on the contract schedule will be considered on complete cycle.
- j) All trimming and clippings shall be disposed of at the corresponding park waste bin sites or the City Yard. The City pays for disposal of trimming and clippings.
- k) Where there is a pathway or sidewalk, all vegetation/landscaping and trees must be trimmed to provide a minimum of 8 feet (8') vertical clearance above the sidewalk/pathway at each location.

1.10 Weed Control

- a) For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant."
- b) All areas within the specified maintenance area, including but not limited to turf, grass, shrub and ground cover areas, planters, tree wells, drainage areas, parkways, slopes, raised center medians and hardscape area shall be kept free of weeds at all times.
- c) Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear.
- d) Weed control shall be performed on a scheduled basis.

e) Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Contact may restrict the use of chemical weed control in certain areas.

1.11 Shrub Care

- a) All shrubs growing in the work area shall be pruned 4 times annually to encourage healthy growth habits. Contractor will remove dead or damaged branches, to maintain natural shape.
- b) Shrubs shall be pruned with sharp pruning tools and no weed eaters.
- c) Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and views of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.
- d) All pruning cuts shall be one-quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
- e) Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
- f) Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
- g) Shearing or severe pruning shall not be permitted without prior written permission from the Contact.

1.12 Irrigation of Shrubs

- a) All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance.
- b) Irrigation run-off and overspray shall be minimized.

1.13 Shrub Replacement

- a) All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species of plant and size of plant will be determined by the Contact or his authorized agent. Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Contact.
- b) Substitutions for any plant materials must have prior written approval by the Contact or Park Supervisor.
- c) Original plans and specifications shall be consulted to determine correct identification of species.
- d) All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the Contact.
- e) Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage
- f) All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
- g) After edging or trimming, the Contractor will sweep clean all adjacent sidewalks or gutters.

1.14 Ground Cover Irrigation

- a) All ground cover areas shall be adequately irrigated to maintain a healthy and attractive appearance.
- b) Irrigation run-off and overspray shall be minimized.

1.15 Empty Trash Cans / Litter Pick Up Services at Designated Locations

- a) Trash/Litter shall mean any debris within the park facility grounds area such as paper ½ inch or larger, cans, bottles, broken glass, limbs 8" inches or smaller in diameter, rocks, cigarette butts, etc., which is not intended to be present as part of the landscape, inclusive of entire project area including parking lots, sidewalks, walkways, curbs, hillsides, ditches, bleacher areas, playgrounds, basketball courts, dugouts.
- b) Remove all trash, liter and accumulated debris from the work site. Trash removal will be for the location scheduled for the day's work.
- c) Pick up all areas including areas around bleachers, snack bars, ball fields, soccer fields, playgrounds, skate parks, restrooms and generally all areas of the facilities. Remove all trash, litter, and empty all trashcans.

d) Trash should be taken and deposited in dumpsters located at the park sites. With park or city locations with no dumpsters, trash must be hauled off to an approved site. Trash in trashcans throughout parks must be emptied. If cans are overflowing contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpsters and enclosures, contractor shall try to put into the dumpster, if there is no room, it shall be hauled off the site.

1.16 Natural Areas

- a) All natural areas shall be maintained in an existing state except for the following items which shall be performed on a weekly basis, at no additional cost to the City:
- b) Remove all trash and debris, or other items to an approved site.
- Remove and/or repair any dead or broken branches or safety hazards within two (2) hours of identification or notification.

1.17 Park Facilities Maintenance Items

- a) Inspect, maintain and repair all irrigation systems. (Park irrigation systems may have mainlines up to 8 inches in diameter)
- b) Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operations of all irrigation and/or other mechanical systems to check for proper condition and reliability.
- c) Irrigation shall be done by the use of automatic sprinkler system where available and operable. However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the works site.
- d) All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation.
- e) Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
- f) Water supplied by the City for irrigation may be Recycled Water, indicated by purple color-coded sprinklers, valves, valve boxes, tags and signs. Contractor understands that Recycled water is not attended for human contact or consumption.
- g) Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled Water.

1.18 Raised Center medians and parkways Maintenance Items

- a) Inspect, maintain and repair all irrigation systems. (Raised center medians irrigations systems may have main lines 4-6 inches in diameter).
- b) Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such an inspection shall be both visual and operational. It shall include but not be limited to, the operations of all irrigation and / other mechanical systems to check for proper condition and reliability.
- c) Irrigation shall be done by the use of automatic sprinkler system where available and operable. However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
- d) All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation.
- e) Care should be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
- f) Water supplied by the City for irrigation may be Recycled Water, indicated by purple color-coded sprinklers, bubblers, valves, valve boxes, tags and signs. Contractor understands that Recycled Water is not intended for human contact or consumption.

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- g) Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled water.
- h) Remove all litter from landscaped and hardscaped areas.
- i) All landscape and hardscaped areas shall be free from weeds.
- Hardscaped areas shall be cleaned once per year by method of steam/ pressure cleaning.

1.19 Irrigation Maintenance and Repairs

- a) Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs.
- b) Required repairs shall be submitted to the Contact in a written statement within two (2) weeks after the start date of the maintenance contract.
- c) If a written statement which document required repairs is not received by the Contact within the stated time-frame, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor.
- d) City shall review and verify all submitted repairs from the initial inspection. Repairs may be completed by the following methods:
 - Authorize the Contractor to make appropriate repairs at the expense of the City.
 - Use City forces to make required repairs.
 - Use a third-party to make required repairs.
- e) Contractor shall inspect the operation of the irrigation system weekly for any malfunctions.
- f) In addition to regular weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- g) All system malfunctions, damage and obstructions shall be recorded, reported to the Contact, and corrective action taken.
- h) Contractor shall maintain the irrigation systems in such a way as to:
 - Guarantee proper coverage and full working capability
 - Make whatever adjustments may be necessary to prevent overspray or excessive runoff into street right-of-ways or other areas not meant to be irrigated
- i) The Contractor shall provide all labor and materials at no additional cost to the City. All parts and supplies provided under this contract must be new. Additional compensation will be provided only for the cost of parts for extraordinary repairs.
- j) Contractor shall repair or replace inoperable irrigation equipment to maintain a fully operational system. Including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual and automatic valves, pumps used for the irrigation systems, backflows devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers.
- k) Maintenance includes, but not limited, tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters.
- l) Irrigation repairs shall be made within the following time limits:
 - Mainline irrigation leaks shall be repaired within (2) hours of identification or notification.
 - All other irrigation repairs shall be made within one (1) day of identification or notification.
 - Failure to complete irrigation repairs in the timeframes listed above will result in the Contact utilizing City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost.
- m) Replacement of irrigation components shall be with originally installed materials of the same size and quality and provided by the Contractor. Substitutions must be approved by the Contact in writing prior to installation.

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2.0 CONTRACTOR STAFF AND UNIFORMS AND IDENTIFICATION BADGES

- 2.1 The Contractor shall ensure that their employees are appropriately identified. Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing the schedule, to the satisfaction of the Contact, all work required under this Contract during the prescribed hours.
- 2.2 The Contractor shall ensure that every on-duty employee wears a visible photo identification badge identifying the following: employee name, physical description, and Contractor's name. Such badge shall be displayed on employee's person at all times when he/she is on City designated property.
- 2.3 Employees assigned to City facilities shall wear an appropriate uniform shirt at all times. The uniform shirt must display the Contractor's name. Contractor shall have competent supervisors, who may be working supervisors, on the job at all times work is being performed who are capable to communicate effectively both with the community and city staff. Adequate and competent supervision shall be provided for all work done by the contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Contact.
- 2.4 Contractor, and their employees, shall conduct themselves in a proper and professional manner at all times and shall cause the least possible annoyance to the public. The Contact may require a contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continues employment on the job is considered to be contrary to the best interest of the City of Pico Rivera.
- 2.5 Prevailing Wage, it shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of Pico Rivera. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

3.0 MATERIALS AND EQUIPMENT

- 3.1 The Contractor is responsible for purchasing all materials and equipment to provide the needed services of the City facilities.
- 3.2 The Contractor shall use equipment that is commercial grade, safe for the environment, and safe for use by the employee.
- 3.3 The Contractor is required to keep all equipment used to maintain the City facilities in a safe and operable manner. All equipment shall be checked daily for safety.
- 3.4 Contractor shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. The City shall approve all signs.
- 3.5 City will not provide any storage facilities for the Contractor for materials and equipment.
- 3.6 City will pay for the maintenance related water and electrical utilities.
- 3.7 Contractor will keep blades on mowers and trimmers sharp and in safe condition.

4.0 CONTACT INFORMATION

4.1 The Contractor is required to maintain an office and provide the telephone services so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or cell phone. Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. In response to a call from the City, Contractor shall respond within 2 hours.

5.0 SAFETY

5.1 The Contractor agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to, California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and MUTCD Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property. Furthermore,

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- Contractor must contact Underground Service Alert (Dig Alert) before excavating a location, as necessary. Contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.
- 5.2 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe conditions that require major correction. Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems so as to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five (5) days of the injury or death.

6.0 EMERGENCY PROCEDURES

- 6.1 The Contractor shall immediately report any emergency situations such as vandalism, broken equipment, etc., by calling the following:
 - 6.2.1 During business hours, the Contractor shall contact the City's Public Works Department at (562) 801-4415.
 - 6.2.2 After-hours, the Contractor shall contact the Public Works Stand-by Staff at (562) 755-0768.

7.0 HOURS AND DAYS OF SERVICE

- 7.1 Maintenance service may be conducted between the hours of 7:00 a.m. and 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved in advance by the City.
- 7.2 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract and the Contractor and any subcontractor under him/her shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 2 of the Labor Code of the State of California as amended.
- 7.3 Within ten (10) days of the effective date of the Contract, Contractor will be requested to submit a work schedule to the City for approval. When actual performance differs substantially from previously scheduled work, the Contractor shall submit for approval a revised schedule within five (5) working days.
- 7.4 Work on major arterial streets shall be performed between the hours of 9:00 a.m. and 3:30 p.m.

8.0 ADDITIONAL CONDITIONS

- 8.1 The Contractor shall have the duty to mow, edge, and trim turf areas at various city locations as specified in the RFB.
- 8.2 The Contractor will have a minimum of 4-man crew working Monday to Friday for 8 hours 5 days a week.
- 8.3 Contractor will be responsible to mow with catch attachment on all mowers to pick up, remove, and dispose of all grass clippings.
- 8.4 Any broken valve boxes or sprinkler heads due to mowing activity will be replaced by contractor within one working day.
- The Contractor shall not perform any operation, particularly during periods of inclement weather, which may destroy or damage plant, ground cover, or turf areas. The Contact or his designee(s), shall have the authority to suspend the work, wholly or in part, for such period as he may deem necessary, due to unsuitable weather.
- 8.3 The foreman shall prepare and submit to the Contact, or his designee(s), a weekly report. The weekly report shall indicate the overall condition of the maintained areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the Contractor to rectify said situation and indicate the anticipated time frame for compliance.
- 8.4 The Contractor shall schedule operations so as not to interfere with the public's use of the maintained areas. Contractor shall conduct its operations so as to provide the maximum safety

- for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.
- 8.5 If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Contact, or his designee(s), or is in the opinion of the Contact, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Contact or his designee(s). Contractor shall transfer or discharge any such person within a reasonable time following notice therefore from the Contact and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the Contact.
- 8.6 The Contractor shall not post advertising signs and banners within the maintained areas.
 All traffic control and public safety signs used by the Contractor shall be kept free of graffiti at all times.
- 8.7 During performance and upon completion of Services, Contractor shall remove all unused equipment and instruments of service, and all excess or unsuitable materials, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by the City. Contractor shall leave the area in a neat, clean, and acceptable condition, as approved by the City.
- 8.8 The City has the sole authority to determine if Services are satisfactorily completed.

9.0 DAMAGE

- 9.1 All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense.
- 9.2 All repairs performed by the City shall be reimbursed by the Contractor for the value of the repair.
- 9.3 The Contractor shall be responsible for any damage to or loss of City premises, equipment, or supplies caused by the Contractor's (or its employees') negligence. The Contractor shall immediately report any said damage or loss to the City's premises, equipment, or supplies. The Contractor shall restore or replace any damages City facilities, equipment, or supplies.

10.0 EXTRAORDINARY REPAIRS

- 10.1 Within eight (8) hours of discovering any extraordinary incident such as vandalism, acts of God, and third party negligence which has or will affect any maintained area and is within the scope of the Contractor's responsibilities, Contractor shall document (by a phone call, photographs, and/or written statement) said extraordinary incident and deliver said documentation to City. Contractor is not responsible for reporting or documenting graffiti. Contractor shall perform the above documentation upon discovery of extraordinary incidents.
- 10.2 The City may, at its discretion, when it learns of the need for extraordinary repairs, direct the Contractor to perform necessary repairs and replacements in accordance with the following: Contractor shall submit a written estimate for the cost of performing such work to the City. City may upon review and approval of such estimate, authorize Contractor to perform said work by the issuance of a written work order. Upon completion of the work, Contractor shall submit a bill to the City. Contractor shall not perform extraordinary repairs without prior approval from the City. Such work performed by the Contractor will not be compensated by the City.

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EXHIBIT B

Contractor's Proposal

ATTACHMENT 3 BID FORM RFB 2023-PW01 Landscape Maintenance Services

Item No.	Location	Monthly Cost	
	Parks		
1	Smith Park- Approx. 16 Acres 6016 Rosemead Blvd	\$2,661.83	
2	Pico Park – Approx. 11 Acres 9528 Beverly Blvd	\$ 2,594.00	
3	Rivera Park – Approx. 15.5 Acres 9530 Shade Lane	\$ 2,530.08	
4	Rio Hondo Park – Approx. 13 Acres 8421 San Luis Potosi Place	\$ 2,649.33	
5	Rio Vista Park- Approx. 4.5 Acres 8751 Coffman Pico Rd.	\$1,559.83	
6	Streamland Park – Approx. 10 Acres 3539 Durfee Ave.	\$ 2,622.67	
7	Obregon Park- Approx. 1.3 Acres 3298 Sandoval Ave.	\$ 892.83	
8	Gallatin & Rosemead Pocket Park Area Size- Approx. 27,500 Sq. Feet Southwest corner of the intersection	\$ 651.50	
9	Colmere Pocket Park Area Size – Approx. 8,800 Sq. Feet *Northeast corner of Paramount Blvd. / Beverly Blvd.	\$ 389.50	
10	Veteran's Pocket Park Area Size – Approx. 6,325 Sq. Feet *Northeast corner of 9325 Garth Gardner Ln.	\$ 414.42	
11	Serapis Pocket Park Area Size – Approx. 6,000 Sq. Feet Landscape directly adjacent to 8446 Serapis Ave	\$ 433.00	
	Total monthly bi	d pricing for Parks \$ 17,399.00	
	Facilities		
12	Paramount Blvd. and Mines Ave. Parkway Area Size – 1 Acre The southeast corner of the intersection	\$ 710.75	

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13	Park & Recreation Building Area Size – 2,500 Sq. Feet 6767 Passons Blvd.	\$ 401.25
14	Veterans Monument / Library Area Size – 5,800 Sq. Feet *9001 Mines Ave.	\$ 1,311.33
15	History and Heritage Museum Area Size- 3,000 Sq. Feet *9122 Wahington Blvd.	\$324.50
16	Senior Center Area Size- 1.5 Acres *9200 Mines Ave.	\$464.75
17	Al Natividad Center Area Size - 150 Sq. Feet * 5018 Passons Blvd	\$ 300.67
18	Youth Center Area Size- 900 Sq. Feet *4632 Orange St	\$ 321.83
19	City Hall Area Size – 2.8 Acres *6615 Passons Blvd	\$ 448.83
20	Pio Pico Elementary Area Size 3.3 Acres *8804 Ibsen St.	\$ 766.33
21	Rivera Library Area Size 9 Acres *7828 Serapis Ave.	\$ 358.92
Total monthly bid pricing for Facilities \$ 5,409.17		

Parkway and Medians 22 Parkway at 7426 Rosemead Blvd. (Frontage Road) \$ 174.17 Area size 5,000 Sq. Feet Parkway in front of 5101 Richmond 23 Dr. \$ 150.33 Area Size 1,300 Sq. Feet Greenbelt on W/B Washington, east 24 of Pico Vista \$258.83 Blvd. at Pico Vista Rd. Area Size 32,600 Sq. Feet Grass area and monument at 6782 25 Passons Blvd. \$131.83 Area Size 2,800 Sq. Feet

26	Durfee Ave Underpass Landscape Slopes area 30,000 Sq. Feet, and 1,400 feet of sidewalks.	\$ 364.67
27	Passons Underpass Area Size – 2 Acres	\$ 523.42
28	Whittier Blvd Raised Center Median Approx. square footage 45,000 Sq. Feet	\$ 396.42
29	Paramount Blvd Raised Center median, Approx square footage. 110,000 Sq. Feet	\$ 1,034.00
30	Washington Blvd. Raised Center Median Approx 35,000 Sq. Feet	\$ 303.83
31	Rosemead Blvd Raised Center median. Approx 170,000 Sq. Feet	\$ 1,412.33
32	San Gabriel River Parkway Raised Center Median Approx. 45,000 Sq. Feet	\$ 486.33
33	Beverly Blvd. Raised Center Median. Approx. 60,000 Sq. Feet	\$ 613.33
34	Slauson Ave Raised Center Median Approx. 30,000 Sq. Feet	\$ 362.00
Total monthly bid pricing for Parkway & Medians \$ 6,211.50		
·		
Grand Total Monthly Bid Amount \$ 29,019.67		

In submitting this Bid, Respondent agrees to comply with the terms and conditions illustrated in this RFB.

Person from your company who completed the bid package:

Signatur	re: Date:	11/29/23
Printed N	Name and Title: David Moo - Business Development Executive	e
E-Mail:_	david.moo@brightview.com	
Phone:	(951) 406-5904	

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

- 1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
- 4. Pursuant to Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
- 5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

- 7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit \$100.00 for each Day, or portion thereof, for each worker, until strict compliance is effectuated.
- 8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- 10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

- 11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.
- 12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

Request for Bids (RFB) 2023-PW01

CITY OF PICO RIVERA

Landscape Maintenance Services



Jose J. Gutierrez Field Services Manager 9633 Beverly Road Pico Rivera, CA 90660

Issued: October 23, 2023

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INSTRUCTIONS TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Pico Rivera, California ("City") invites Bids to provide citywide landscape maintenance services. Bids will be received electronically only through Planet Bids system (https://pbsystem.planetbids.com/portal/41481/portal-home). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in the BIDDER'S CHECKLIST including acknowledgment of all addenda if applicable. Bids will be received prior to 2:00 p.m. on November 29, 2023, at which time they will be publicly opened on the City's approved electronic procurement platform.

All Bids must be made on the forms furnished by the City. Bids must remain valid and shall not be subject to withdrawal for 90 calendar days after the Bid opening date.

Action	Date
Availability of RFB	October 23, 2023
Last Day to Questions	November 8, 2023
Proposal Submission Deadline	November 29, 2023 2:00 p.m.
Anticipated Selection	December 2023
Anticipated Notice to Proceed	January 2024

SUBMISSION OF BIDS. All Bidders are required to enter and submit their bid pricing electronically via Planet Bids' Bid Schedule Tab. In addition, an electronic copy of the Bid Proposal Package must be uploaded to the Planet Bids system.

The electronic system will close submission exactly at the date and time set forth in this solicitation or as changed by addenda. Bidders are responsible for submitting and allowing sufficient time for their bid to be accepted by the Planet Bid system before the closing time set forth in this solicitation or as changed by addenda. NOTE: Pushing the submit button on the electronic system may not be instantaneous; it may take time for the Bidder's submittal and document to upload and transmit before the bid is accepted. It is the Bidder's sole responsibility to ensure their bid and document(s) are uploaded, transmitted, and arrive on time via the electronic submission process. The City will have no responsibility for bids that do not arrive prior to the closing time, no matter what the reason.

Upon closing of the Bid, Bid Results will be available on the PlanetBids system under the Bid Results tab.

In the case of a discrepancy between the electronic bid schedule (pricing) and any uploaded Bid schedule document or pricing, the electronic bid schedule will be the accepted bid.



Bid Proposal Package shall be in the form of PDF files, uploaded to the Planet Bids system. Failure to submit files in PDF format may result in a non-responsive Bid.

SCOPE OF WORK. The Scope of Work includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily provide citywide landscape maintenance services.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

PAYMENT OF PREVAILING WAGES ON PUBLIC WORK PROJECTS

Since this RFB pertains to a "public works" and "maintenance" project, as defined by the Prevailing Wage Laws, the Contractor shall fully comply with the Prevailing Wage Laws for their employees and any other to whom such laws are applicable. Contractor shall also be responsible for any and all violations and fines imposed on them pursuant to Prevailing Wage Laws.

LICENSES

In order to be deemed responsive, bidders must meet all of the following requirements, which may be waived at the City's sole and absolute discretion:

- Bidder must have a valid California Landscape Contractor's License, C-27 at the time of the bid submittal and throughout the contract period.
- Bidder must have a valid California Pest Control Operator's License at the time of the bid submittal and throughout the contract period.
- Bidder must have experience with landscaping maintenance for public agencies of 100 acres or more consisting of right of way slopes, parkways, and parks.
- Bidder must have experience installing and repairing irrigation systems up to 8 inches in diameter.
- Supervisors and/or on-site manager must be certified in two (2) of the (5) following certifications at the time of the bid submittal and throughout the contract period:
 - a) Certified Landscape Technician
 - b) Certified Reclaimed Water Supervisor
 - c) Certified Landscape Irrigation Technician
 - d) Qualified Applicator License
 - e) Certified Arborist

CONTACT INFORMATION

Contractors must notify the City via planetbids.com of any ambiguity, inconsistency or error they may find. All questions about the RFB must be submitted via email by the deadline. Any changes or corrections to the original RFB or any other information that will affect the contract will be issued in addenda that will be disseminated and posted on planetbids.com, the City's electronic procurement service. It is the Contractor's responsibility to self-register as a vendor with planetbids.com in order to receive email notifications for any addenda that are released.



CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:		
		Completed Company Information Form (Attachment 1)
		Completed Reference Form (Attachment 2)
		Completed and Signed Bid Schedule (Attachement 3)
		Signed and Notarized Noncollusion Declaration Form (Attachment 4)

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

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INSTRUCTIONS TO BIDDERS

RFB 2023-PW01 Landscape Maintenance Services

I. INTRODUCTION

This is a Request for Bids "RFB" issued by the City of Pico Rivera "City" seeking bids from experienced and qualified contractors "Bidder" to provide citywide landscape maintenance services.

By submitting a proposal, the Bidders agree to all of the terms and conditions of this RFB and Contractual Services Agreement attached hereto as **Exhibit "B"** ("Services Agreement"). Bidders shall detail any exceptions to the RFB or the Services Agreement. The City shall reserve the right to determine if the exception is reasonable. The City reserves the right to reject, during the negotiation process, any issues not identified in the RFB. The successful bidder will be required to enter into a Services Agreement which includes the requirements of this RFB as well as other requirements identified by the City at the time of negotiations.

II. SCOPE OF SERVICES

See Exhibit "A" for detailed Scope of Services to provide Citywide landscape maintenance services.

III. TERM

The intent of this RFB process is to select a Bidder and negotiate a two (2) year contract for services with an option to extend for one (1) additional one-year period on a month-to-month basis, based on satisfactory service/performance.

IV. CLARIFICATION AND INTERPRETATION

The words "must", "will", or "shall" in this RFB indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the bid.

The City wants to avoid any misunderstanding where it is assumed that a feature is included in the bid and turns out to be an optional, extra cost feature. Any features that are optional, extra-cost items shall be clearly referenced as such in all correspondence, including RFB questions and the written Bid Form.

V. ASSESSMENT OF SITES

Bidders will be responsible for determining the boundaries of each site, examining the physical conditions and surroundings of the proposed work, and judging for themselves the extent to which these factors will influence the performance of the contract work. The existing condition of each proposed location is not intended, nor to be inferred, as a representation of satisfactory maintenance or performance, whether expressed or implied by the City or its employees. The Bidder shall not be relieved of liability under the Contract, nor shall the City be liable for any loss sustained by the Bidder, as a result of any variance between conditions as referred to in the Scope of Services attached hereto as Exhibit A ("Sope of Services") and the actual condition revealed during the examination of the locations of the proposed work.

VI. DEADLINE FOR SUBMITTING QUESTIONS

Any questions regarding this RFB shall be submitted online using the Planet Bids Portal. The deadline to submit questions shall be no later than **Wednesday**, **November 8**, **2023**, **by 12:00 p.m**. All questions will be noted and a consolidated answer list will be sent to all interested Bidders through Planet Bids.

VII. FORMAT AND SUBMISSION

All Bidders are required to follow the format content specified below.

1. The Company Information Form furnished herewith, Attachment Number 1.

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INSTRUCTIONS TO BIDDERS

RFB 2023-PW01 Landscape Maintenance Services

- 2. Completed References Form furnished herewith, Attachment Number 2.
- 3. A Bid Form furnished herewith, Attachment Number 3.
- **4.** Sign and insert addendums in chronological order, as applicable.

The deadline for submitting a bid is <u>Wednesday</u>, <u>November 29</u>, <u>2023</u>, <u>at 2:00 p.m.</u> Any bid received after this time, regardless of the date and time of their postmarks, will be rejected.

All bidders are required to enter and submit their Bid Proposal Package electronically via Planet Bids.

The electronic system will close submission exactly at the date and time set forth in this solicitation or as changed by addenda. Bidders are responsible for submitting and allowing sufficient time for their bid to be accepted by the Planet Bid system before the closing time set forth in this solicitation or as changed by addenda. NOTE: Pushing the submit button on the electronic system may not be instantaneous; it may take time for the Bidder's submittal and document to upload and transmit before the bid is accepted. It is the Bidder's sole responsibility to ensure their bid and document(s) are uploaded, transmitted, and arrive on time via the electronic submission process. The City will have no responsibility for bids that do not arrive prior to the closing time, no matter what the reason.

Upon closing of the Bid, Bid Results will be available on the eBid system under the Bid Results tab. In the case of a discrepancy between the electronic bid schedule (pricing) and any uploaded Bid schedule document or pricing, the electronic bid schedule will be the accepted bid.

Bid Proposal Package shall be in the form of PDF files, uploaded to the Planet Bids system. Failure to submit files in PDF format may result in a non-responsive Bid. A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in the BIDDER'S CHECKLIST including acknowledgement of all addenda if applicable.

Bids must remain valid and shall not be subject to withdrawal for 90 calendar days after the Bid opening date.

Faxed or e-mailed bids will not be accepted as this RFB requires bids to be submitted in a sealed envelope, per the City's Municipal Code Title 3, Chapter 3.20.

VIII. SELECTION PROCESS

A. Responsive Bidder/ Responsible Bidder

After the bid opening, bids will be reviewed to ascertain that they comply with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein.

B. AWARD PROCESS

Once the lowest responsible bidder has been determined, a Notification of Intent to Award, identifying the lowest responsible Bidder, will be issued to all Bidders.

C. COMMENCEMENT OF SERVICES

A Purchase Order will be issued once:

- 1. Council authority is granted, if applicable.
- 2. All agreements have been executed.
- 3. Insurance requirements have been met.
- 4. Verification of valid City Business License.

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INSTRUCTIONS TO BIDDERS

RFB 2023-PW01 Landscape Maintenance Services

Commencement of services shall only begin upon completion of term of the existing service provider and once the Contractor (the selected Bidder) receives the Notice to Proceed.

IX. Standard Terms & Conditions

In addition to other requirements specified herein, the Bidder shall, at a minimum, perform or make provisions for the following general requirements:

A. Addenda:

The City reserves the right to modify and issue addenda to this RFB. A signed copy of all addenda shall be submitted as part of the bid. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFB and any Agreement, which may result from this solicitation.

B. Additional Information:

Provide the City with any additional information it deems necessary to accurately determine Bidders ability to perform services, and/or provide products proposed. During selection process, the City may conduct any reasonable inquiry from any and all sources concerning the bid, including reference verification to determine the responsibility of the Bidder. Furthermore, submission of a bid constitutes permission by the Bidder for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Bidder from further consideration.

C. <u>Bid Commitment:</u>

The bid shall be firm and binding for one ninety (90) days after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Bidder to furnish the products/services set forth in this RFB.

D. Bid Errors:

City is not responsible for errors or omissions on the part of Bidders in drafting their bids. In the event of a calculation error, the unit price shall prevail. The City is not responsible for any conclusions or interpretations made by the Bidder regarding information provided by the City.

E. City Business License:

Obtain a City business license prior to engaging in any operation or activity as a result of an award of an Agreement. The license must be kept in full force and effect during the term of the Agreement.

F. Contractual Obligation:

After the City selects a Bidder, the contents of the submitted bid will become a contractual obligation. The RFB and any addenda, Bidder's bid, and the Agreement constitute the entire Agreement between the Bidder and the City and shall incorporate the provisions thereof. Failure of the Bidder to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.

G. <u>Disclaimer:</u>

This RFB does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Bidder. The City makes no representation that any Agreement will be awarded. In the event of award, the City makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement shall require City Council authorization. Furthermore, the City may re-issue the RFB at any time for any reason at its sole discretion.

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INSTRUCTIONS TO BIDDERS

RFB 2023-PW01 Landscape Maintenance Services

H. Evidence of Insurance:

In the event an Agreement is awarded, Bidder shall provide evidence of insurance coverage by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described herein, prior to the commencement of services. The required insurance coverage shall be maintained for the duration of the Agreement: General Liability insurance presently in effect with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence; and umbrella or excess liability in the amount of \$5,000,000. The umbrella or excess insurance policy shall contain a clause stating that the umbrella or excess coverage takes effect when primary limits are impaired or exhausted.

The Certificate of Insurance shall provide:

- a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the City:
- b. That the City, and its employees, volunteers, officers, and agents of each of them, are included as additionally insured, but only insofar as the operations under this contract are concerned;
- c. That the City and its employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
- d. That the insurer has an AM Best rating of A: VII or equivalent.

Bidder agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the City may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

Workers' Compensation insurance coverage as required by the State of California of \$1,000,000 per occurrence.

I. Late Bid:

Late bids will not be considered. It is the Bidder's responsibility to ensure that the bid is posted on the Planet Bids portal on or before the specified time. The City will not be responsible for bids not properly uploaded to the Planet Bids portal.

J. Payments and Invoicing:

Unless otherwise agreed, payment will not be made until services are delivered and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. In order to receive prompt payment, send invoices directly to: City of Pico Rivera, Attn: Accounts Payable, 6615 Passons Blvd., Pico Rivera, CA 90660. The City's standard payment terms are Net 30.

K. Property of City:

All bids and materials submitted become the property of the City and may be used by the City in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act. No guarantee of privacy or confidentiality is offered or implied.

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INSTRUCTIONS TO BIDDERS

RFB 2023-PW01 Landscape Maintenance Services

L. Reservation of Rights:

The City expressly reserves the right to modify and/or suspend any and all aspects of the RFB, to obtain further information from any Bidder responding to this RFB, to waive any defect or irregularity as to form or content of this RFB or any response thereto, to extend deadlines for accepting responses, to reject any and all responses to the RFB, and to choose the firm that best serves the City's interests, at its own discretion. Should all bids be rejected a written notification will be sent to all Bidders to this effect. The City also reserves the right to select another Bidder in the case that the original Bidder, for any reason, is unable to perform, or is dismissed from the project.

M. Submission Cost:

The City will not be liable for any costs incurred in the preparation of bids or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of bids, submission of additional information, delivery, and/or any other aspect of the RFB incurred by the Bidder are the sole responsibility of the Bidder.

N. Special Provisions for Service

1. Authority of the City of Pico Rivera.

Subject to the power and authority of the City of Pico Rivera as provided by law in this contract, the City of Pico Rivera shall in all cases determine the quantity, quality and acceptability of the work, materials and supplies for which payment is to be made under its contract.

2. Changes in Work.

The City of Pico Rivera may, at time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Pico Rivera may find necessary or desirable. The contractor shall not claim forfeiture of contract for any reason of such changes by the City of Pico Rivera. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit price guoted.

Clean-up.

During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable materials, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave the area in a neat, clean and acceptable condition as approved by the City of Pico Rivera.

4. Compliance With OSHA.

Bidder agrees that all items offered comply with all applicable Federal and State Occupational Safety and Healthy Act, laws, standards and regulations, and the Bidder will indemnify and hold the City harmless for any failure to so conform.

5. Prevailing Wage.

If the Services are being performed as part of an applicable "public works" and "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor shall fully comply with the Prevailing Wage Laws for their employees and any other to whom such laws are applicable. Contractor shall also be responsible for any and all violations and fines imposed on them pursuant to Prevailing Wage Laws.

6. Registration with the Department of Industrial Relations

In accordance with the Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid, be listed on a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of



INSTRUCTIONS TO BIDDERS

RFB 2023-PW01 Landscape Maintenance Services

any contract for public work, unless currently registered and qualified to perform work pursuant to section 1725.5 [with limited exceptions for bid purposes only under Labor Section 1771.1(a)]. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

7. Damage.

The contractor shall be held responsible for any breakage, loss of the City of Pico Rivera's equipment or supplies through negligence of the contractor or his/her employee while working on the City of Pico Rivera premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Pico Rivera any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

8. Protection of Public.

Adequate warning devices, barricades, guards, flagmen, traffic control equipment, or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

9. Rejection of Work.

Contractor agrees that the City of Pico Rivera has the right to make all final determinations as to whether the work has been satisfactorily completed.

ATTACHMENT 1 COMPANY INFORMATION FORM RFB 2023-PW01 Landscape Maintenance Services

Name of Company:	
Type of Company:	
Company Address:	
Website:	_
Number of years the company has been in business:	
By submitting a Bid, Bidder agrees that they have read and understar limitation, the scope and nature of the work, all appendices, attachme applicable. Should the Bidder have any objections to the RFB, they referencing the particular section number, paragraph, and page num objection does not relieve the Bidder from complying with the requirer	ents, exhibits, schedules, and addenda, as must be clearly stated below, specifically aber of the objection. However, making an
Person from your company who completed the bid package:	
Signature:	Date:
Printed Name and Title:	
E-Mail:	
Phone:	

ATTACHMENT 1 COMPANY INFORMATION FORM RFB 2023-PW01 Landscape Maintenance Services

1.	Identify key staff and their qualifications and experience proposed for the services identified herein.
2.	Have you, your firm, or any officer or partner thereof, ever failed to complete a mowing and Landscape service contract?
	If yes, give details, including dates: (use another sheet of paper, if necessary)
3.	Has your firm ever been assessed damages or penalties for failing to perform mowing and landscape services in a satisfactory manner or for failing to complete a contract within the scope of work specified in the Request for Bids?
	If yes, give details: (use another sheet of paper, if necessary)
4.	Does your firm have any ongoing investigations by an agency regarding violations of the State Labor Code, California Business and Professional Code, or other laws?
	If yes, give details: (use another sheet of paper, if necessary)
5.	Does your firm have any outstanding judgments, demands or liens resulting from violations of the State Labor Code, California Business and Professional Code, or other laws?
	If yes, give details: (use another sheet of paper, if necessary)
6.	Has your firm been cited for violations of OSHA Standards and Requirements within the past five (5) years?
	If yes, give details: (use another sheet of paper, if necessary)

ATTACHMENT 2 REFERENCES FORM RFB 2023-PW01 Landscape Maintenance Services

Bidder is required to provide a minimum of three (3) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name:	Contact Name:	
Address:	Phone Number:	
	Email:	
Dollar Value of Contract: \$	Contract Dates:	
Requirements of Contract:		
Company Name:	Contact Name:	
Address:	Phone Number:	
	Email:	
Dollar Value of Contract: \$	Contract Dates:	
Requirements of Contract:		
	_	
Company Name:	Contact Name:	
Address:	Phone Number:	
	Email:	
Dollar Value of Contract: \$	Contract Dates:	
Requirements of Contract:		

ATTACHMENT 3 BID FORM RFB 2023-PW01 Landscape Maintenance Services

Item	Location	Monthly Cost	
No.	Location	Monthly Cost	
		Parks	
1	Smith Park- Approx. 16 Acres 6016 Rosemead Blvd	\$	
2	Pico Park – Approx. 11 Acres 9528 Beverly Blvd	\$	
3	Rivera Park – Approx. 15.5 Acres 9530 Shade Lane	\$	
4	Rio Hondo Park – Approx. 13 Acres 8421 San Luis Potosi Place	\$	
5	Rio Vista Park- Approx. 4.5 Acres 8751 Coffman Pico Rd.	\$	
6	Streamland Park – Approx. 10 Acres 3539 Durfee Ave.	\$	
7	Obregon Park- Approx. 1.3 Acres 3298 Sandoval Ave.	\$	
8	Gallatin & Rosemead Pocket Park Area Size- Approx. 27,500 Sq. Feet Southwest corner of the intersection	\$	
9	Colmere Pocket Park Area Size – Approx. 8,800 Sq. Feet *Northeast corner of Paramount Blvd. / Beverly Blvd.	\$	
10	Veteran's Pocket Park Area Size – Approx. 6,325 Sq. Feet *Northeast corner of 9325 Garth Gardner Ln.	\$	
11	Serapis Pocket Park Area Size – Approx. 6,000 Sq. Feet Landscape directly adjacent to 8446 Serapis Ave	\$	
Total monthly bid pricing for Parks \$			
	Facilities Pacilities		
12	Paramount Blvd. and Mines Ave. Parkway Area Size – 1 Acre The southeast corner of the intersection	\$	

13	Park & Recreation Building Area Size – 2,500 Sq. Feet 6767 Passons Blvd.	\$	
14	Veterans Monument / Library Area Size – 5,800 Sq. Feet *9001 Mines Ave.	\$	
15	History and Heritage Museum Area Size- 3,000 Sq. Feet *9122 Wahington Blvd.	\$	
16	Senior Center Area Size- 1.5 Acres *9200 Mines Ave.	\$	
17	Al Natividad Center Area Size - 150 Sq. Feet * 5018 Passons Blvd	\$	
18	Youth Center Area Size- 900 Sq. Feet *4632 Orange St	\$	
19	City Hall Area Size – 2.8 Acres *6615 Passons Blvd	\$	
20	Pio Pico Elementary Area Size 3.3 Acres *8804 Ibsen St.	\$	
21	Rivera Library Area Size 9 Acres *7828 Serapis Ave.		
	Total monthly bid pricing for Facilities \$		
	Parkwa	y and Medians	
22	Parkway at 7426 Rosemead Blvd. (Frontage Road) Area size 5,000 Sq. Feet	\$	
23	Parkway in front of 5101 Richmond Dr. Area Size 1,300 Sq. Feet	\$	
24	Greenbelt on W/B Washington, east of Pico Vista Blvd. at Pico Vista Rd. Area Size 32,600 Sq. Feet	\$	
25	Grass area and monument at 6782 Passons Blvd. Area Size 2,800 Sq. Feet	\$	

26	Durfee Ave Underpass Landscape Slopes area 30,000 Sq. Feet, and 1,400 feet of sidewalks.	\$	
27	Passons Underpass Area Size – 2 Acres	\$	
28	Whittier Blvd Raised Center Median Approx. square footage 45,000 Sq. Feet	\$	
29	Paramount Blvd Raised Center median, Approx square footage. 110,000 Sq. Feet	\$	
30	Washington Blvd. Raised Center Median Approx 35,000 Sq. Feet	\$	
31	Rosemead Blvd Raised Center median. Approx 170,000 Sq. Feet	\$	
32	San Gabriel River Parkway Raised Center Median Approx. 45,000 Sq. Feet	\$	
33	Beverly Blvd. Raised Center Median. Approx. 60,000 Sq. Feet	\$	
34	Slauson Ave Raised Center Median Approx. 30,000 Sq. Feet	\$	
	Total monthly bid pricing for Pa	arkway & Medians \$	
	Grand Total Monthly Bid Amount \$		
n submitti	ing this Bid, Respondent agrees to compl	y with the terms and conditions illustrated in this RFB.	
Person from your company who completed the bid package:			
Signature:Date:		Date:	
Pri	Printed Name and Title:		
E-l	Mail:		

Phone: _____

EXHIBIT A SCOPE OF SERVICES RFB 2023-PW02 Landscape Service

1.0 GENERAL CONDITIONS

- 1.1 The Contractor shall provide landscape maintenance services at thirty-four (34) locations citywide, including City Parks, Facilities, parkways, and raised center medians as listed in Attachment 3 Bid Form of the RFB. Contractor hereby acknowledges that before submitting the Bid for this Contract, Contractor has visited all existing areas to be maintained, verified the approximate size of the areas, noted for each park, and medians the proposed work, and informed themselves fully as to all conditions that might affect the work specified. Contractor shall not be relieved of liability under this Agreement, nor the City held liable, for any loss sustained by the Contractor, as a result of any variance between conditions referred to in this RFB and the actual conditions revealed during the examination of the locations of the proposed work.
- 1.2 Contractor shall furnish all labor, tools, materials, and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- 1.3 The work shall be done in a thorough and workmanlike manner to the satisfaction of the Contact, or his authorized agent, and comply with all legal construction and landscape maintenance practices. The work areas shall be maintained at the level of service provided for in this Scope of Services at all times. If Contractor fails to meet the requirements of this Scope of Services, Contractor shall re-perform the work until this Scope's requirements are met, and such reperformance shall be at no cost to the City.
- 1.4 Contractor shall have the duty to provide landscape maintenance of all Parks and raised center medians (parkways, facilities, and roadway slopes) according to each site schedule including, but not limited to, the following:
 - a) Prune, shape and trim shrubs, vines and ground cover plants.
 - b) Control weeds.
 - c) Mow and edge turf grass and blow hardscape clean.
 - d) Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris at designated locations.
 - e) Maintain all work sites in safe, attractive and usable conditions.
 - f) Empty trash cans and remove litter at designated locations as listed in Attachment 3 Bid Form.
 - g) Inspect, maintain, and repair all irrigation systems monthly. (Park irrigation systems may have mainlines up to 8 inches in diameter).
- 1.5 Contractor shall perform a maintenance inspection, during daylight hours, of all areas.
- 1.6 Contractor shall complete and submit a monthly Site Inspection form and keep a monthly Site Inspection form and keep a monthly complaint log.
- 1.7 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve routine maintenance work included in these General Conditions shall not be compensated)

1.8 Turf Grass Care

- a) Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of the grass blades.
- b) The blade adjustment shall provide a uniform, level cut without ridges, depressions, or scalping.
- c) All warm season turf grasses (Bermuda, St. Augustine) shall be cut at a (1) one inch height throughout the year.
- d) Cool season turf grasses (Fescue, Bluegrass, Ryegrass) shall be cut at a two and one-half (2 ½) inch height throughout the year.
- e) Turf grass mowing heights may be adjusted by the Contact during periods of turf grass renovations.
- f) All turf clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- g) Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
- h) Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule will be approved by the Contact.
- i) All areas shall be mowed once every week.
- j) Any alterations of the approved mowing schedule shall be submitted in writing to the Contact for approval prior to implementation.

1.9 Turf Grass Edging and Trimming

- a) Turf grass edging and trimming shall be performed once every week.
- b) Edging of turf grass shall be performed with a power edger containing a steel blade.
- c) All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.
- d) Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structure located within the turf grass area.
- e) In areas where there is a mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- f) Trimming of plant / turf material may be required around sprinklers to provide maximum irrigation coverage.
- g) All clippings and trimmings shall be removed from the work site the same day work is preformed and prior to a Contractor vacating the work site.
- h) After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
- i) The mowing and edging of turf grass in a designated worksite with the timeframe indicated on the contract schedule will be considered on complete cycle.
- j) All trimming and clippings shall be disposed of at the corresponding park waste bin sites or the City Yard. The City pays for disposal of trimming and clippings.
- k) Where there is a pathway or sidewalk, all vegetation/landscaping and trees must be trimmed to provide a minimum of 8 feet (8') vertical clearance above the sidewalk/pathway at each location.

1.10 Weed Control

- a) For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant."
- b) All areas within the specified maintenance area, including but not limited to turf, grass, shrub and ground cover areas, planters, tree wells, drainage areas, parkways, slopes, raised center medians and hardscape area shall be kept free of weeds at all times.
- c) Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear.
- d) Weed control shall be performed on a scheduled basis.

e) Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Contact may restrict the use of chemical weed control in certain areas.

1.11 Shrub Care

- a) All shrubs growing in the work area shall be pruned 4 times annually to encourage healthy growth habits. Contractor will remove dead or damaged branches, to maintain natural shape.
- b) Shrubs shall be pruned with sharp pruning tools and no weed eaters.
- c) Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and views of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.
- d) All pruning cuts shall be one-quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
- e) Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
- f) Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
- g) Shearing or severe pruning shall not be permitted without prior written permission from the Contact.

1.12 Irrigation of Shrubs

- a) All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance.
- b) Irrigation run-off and overspray shall be minimized.

1.13 Shrub Replacement

- a) All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species of plant and size of plant will be determined by the Contact or his authorized agent. Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Contact.
- b) Substitutions for any plant materials must have prior written approval by the Contact or Park Supervisor.
- c) Original plans and specifications shall be consulted to determine correct identification of species.
- d) All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the Contact.
- e) Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage
- f) All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
- g) After edging or trimming, the Contractor will sweep clean all adjacent sidewalks or gutters.

1.14 Ground Cover Irrigation

- a) All ground cover areas shall be adequately irrigated to maintain a healthy and attractive appearance.
- b) Irrigation run-off and overspray shall be minimized.

1.15 Empty Trash Cans / Litter Pick Up Services at Designated Locations

- a) Trash/Litter shall mean any debris within the park facility grounds area such as paper ½ inch or larger, cans, bottles, broken glass, limbs 8" inches or smaller in diameter, rocks, cigarette butts, etc., which is not intended to be present as part of the landscape, inclusive of entire project area including parking lots, sidewalks, walkways, curbs, hillsides, ditches, bleacher areas, playgrounds, basketball courts, dugouts.
- b) Remove all trash, liter and accumulated debris from the work site. Trash removal will be for the location scheduled for the day's work.
- c) Pick up all areas including areas around bleachers, snack bars, ball fields, soccer fields, playgrounds, skate parks, restrooms and generally all areas of the facilities. Remove all trash, litter, and empty all trashcans.

d) Trash should be taken and deposited in dumpsters located at the park sites. With park or city locations with no dumpsters, trash must be hauled off to an approved site. Trash in trashcans throughout parks must be emptied. If cans are overflowing contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpsters and enclosures, contractor shall try to put into the dumpster, if there is no room, it shall be hauled off the site.

1.16 Natural Areas

- a) All natural areas shall be maintained in an existing state except for the following items which shall be performed on a weekly basis, at no additional cost to the City:
- b) Remove all trash and debris, or other items to an approved site.
- c) Remove and/or repair any dead or broken branches or safety hazards within two (2) hours of identification or notification.

1.17 Park Facilities Maintenance Items

- a) Inspect, maintain and repair all irrigation systems. (Park irrigation systems may have mainlines up to 8 inches in diameter)
- b) Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operations of all irrigation and/or other mechanical systems to check for proper condition and reliability.
- c) Irrigation shall be done by the use of automatic sprinkler system where available and operable. However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the works site.
- d) All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation.
- e) Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
- f) Water supplied by the City for irrigation may be Recycled Water, indicated by purple color-coded sprinklers, valves, valve boxes, tags and signs. Contractor understands that Recycled water is not attended for human contact or consumption.
- g) Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled Water.

1.18 Raised Center medians and parkways Maintenance Items

- a) Inspect, maintain and repair all irrigation systems. (Raised center medians irrigations systems may have main lines 4-6 inches in diameter).
- b) Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such an inspection shall be both visual and operational. It shall include but not be limited to, the operations of all irrigation and / other mechanical systems to check for proper condition and reliability.
- c) Irrigation shall be done by the use of automatic sprinkler system where available and operable. However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
- d) All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation.
- e) Care should be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
- f) Water supplied by the City for irrigation may be Recycled Water, indicated by purple color-coded sprinklers, bubblers, valves, valve boxes, tags and signs. Contractor understands that Recycled Water is not intended for human contact or consumption.

- g) Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled water.
- h) Remove all litter from landscaped and hardscaped areas.
- i) All landscape and hardscaped areas shall be free from weeds.
- j) Hardscaped areas shall be cleaned once per year by method of steam/ pressure cleaning.

1.19 Irrigation Maintenance and Repairs

- a) Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs.
- b) Required repairs shall be submitted to the Contact in a written statement within two (2) weeks after the start date of the maintenance contract.
- c) If a written statement which document required repairs is not received by the Contact within the stated time-frame, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor.
- d) City shall review and verify all submitted repairs from the initial inspection. Repairs may be completed by the following methods:
 - Authorize the Contractor to make appropriate repairs at the expense of the City.
 - Use City forces to make required repairs.
 - Use a third-party to make required repairs.
- e) Contractor shall inspect the operation of the irrigation system weekly for any malfunctions.
- f) In addition to regular weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- g) All system malfunctions, damage and obstructions shall be recorded, reported to the Contact, and corrective action taken.
- h) Contractor shall maintain the irrigation systems in such a way as to:
 - Guarantee proper coverage and full working capability
 - Make whatever adjustments may be necessary to prevent overspray or excessive runoff into street right-of-ways or other areas not meant to be irrigated
- i) The Contractor shall provide all labor and materials at no additional cost to the City.

 All parts and supplies provided under this contract must be new. Additional compensation will be provided only for the cost of parts for extraordinary repairs.
- j) Contractor shall repair or replace inoperable irrigation equipment to maintain a fully operational system. Including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual and automatic valves, pumps used for the irrigation systems, backflows devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers.
- k) Maintenance includes, but not limited, tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters.
- I) Irrigation repairs shall be made within the following time limits:
 - Mainline irrigation leaks shall be repaired within (2) hours of identification or notification.
 - All other irrigation repairs shall be made within one (1) day of identification or notification.
 - Failure to complete irrigation repairs in the timeframes listed above will result in the Contact utilizing City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost.
- m) Replacement of irrigation components shall be with originally installed materials of the same size and quality and provided by the Contractor. Substitutions must be approved by the Contact in writing prior to installation.

2.0 CONTRACTOR STAFF AND UNIFORMS AND IDENTIFICATION BADGES

- 2.1 The Contractor shall ensure that their employees are appropriately identified. Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing the schedule, to the satisfaction of the Contact, all work required under this Contract during the prescribed hours.
- 2.2 The Contractor shall ensure that every on-duty employee wears a visible photo identification badge identifying the following: employee name, physical description, and Contractor's name. Such badge shall be displayed on employee's person at all times when he/she is on City designated property.
- 2.3 Employees assigned to City facilities shall wear an appropriate uniform shirt at all times. The uniform shirt must display the Contractor's name. Contractor shall have competent supervisors, who may be working supervisors, on the job at all times work is being performed who are capable to communicate effectively both with the community and city staff. Adequate and competent supervision shall be provided for all work done by the contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Contact.
- 2.4 Contractor, and their employees, shall conduct themselves in a proper and professional manner at all times and shall cause the least possible annoyance to the public. The Contact may require a contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continues employment on the job is considered to be contrary to the best interest of the City of Pico Rivera.
- 2.5 Prevailing Wage, it shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of Pico Rivera. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

3.0 MATERIALS AND EQUIPMENT

- 3.1 The Contractor is responsible for purchasing all materials and equipment to provide the needed services of the City facilities.
- 3.2 The Contractor shall use equipment that is commercial grade, safe for the environment, and safe for use by the employee.
- 3.3 The Contractor is required to keep all equipment used to maintain the City facilities in a safe and operable manner. All equipment shall be checked daily for safety.
- 3.4 Contractor shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. The City shall approve all signs.
- 3.5 City will not provide any storage facilities for the Contractor for materials and equipment.
- 3.6 City will pay for the maintenance related water and electrical utilities.
- 3.7 Contractor will keep blades on mowers and trimmers sharp and in safe condition.

4.0 CONTACT INFORMATION

4.1 The Contractor is required to maintain an office and provide the telephone services so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or cell phone. Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. In response to a call from the City, Contractor shall respond within 2 hours.

5.0 SAFETY

5.1 The Contractor agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to, California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and MUTCD Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property. Furthermore,

- Contractor must contact Underground Service Alert (Dig Alert) before excavating a location, as necessary. Contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.
- 5.2 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe conditions that require major correction. Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems so as to protect members of the public or others from injury. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five (5) days of the injury or death.

6.0 EMERGENCY PROCEDURES

- 6.1 The Contractor shall immediately report any emergency situations such as vandalism, broken equipment, etc., by calling the following:
 - 6.2.1 During business hours, the Contractor shall contact the City's Public Works Department at (562) 801-4415.
 - 6.2.2 After-hours, the Contractor shall contact the Public Works Stand-by Staff at (562) 755-0768.

7.0 HOURS AND DAYS OF SERVICE

- 7.1 Maintenance service may be conducted between the hours of 7:00 a.m. and 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved in advance by the City.
- 7.2 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract and the Contractor and any subcontractor under him/her shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 2 of the Labor Code of the State of California as amended.
- 7.3 Within ten (10) days of the effective date of the Contract, Contractor will be requested to submit a work schedule to the City for approval. When actual performance differs substantially from previously scheduled work, the Contractor shall submit for approval a revised schedule within five (5) working days.
- 7.4 Work on major arterial streets shall be performed between the hours of 9:00 a.m. and 3:30 p.m.

8.0 ADDITIONAL CONDITIONS

- 8.1 The Contractor shall have the duty to mow, edge, and trim turf areas at various city locations as specified in the RFB.
- 8.2 The Contractor will have a minimum of 4-man crew working Monday to Friday for 8 hours 5 days a week.
- 8.3 Contractor will be responsible to mow with catch attachment on all mowers to pick up, remove, and dispose of all grass clippings.
- 8.4 Any broken valve boxes or sprinkler heads due to mowing activity will be replaced by contractor within one working day.
- The Contractor shall not perform any operation, particularly during periods of inclement weather, which may destroy or damage plant, ground cover, or turf areas. The Contact or his designee(s), shall have the authority to suspend the work, wholly or in part, for such period as he may deem necessary, due to unsuitable weather.
- 8.3 The foreman shall prepare and submit to the Contact, or his designee(s), a weekly report. The weekly report shall indicate the overall condition of the maintained areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the Contractor to rectify said situation and indicate the anticipated time frame for compliance.
- 8.4 The Contractor shall schedule operations so as not to interfere with the public's use of the maintained areas. Contractor shall conduct its operations so as to provide the maximum safety

- for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.
- 8.5 If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Contact, or his designee(s), or is in the opinion of the Contact, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Contact or his designee(s). Contractor shall transfer or discharge any such person within a reasonable time following notice therefore from the Contact and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the Contact.
- 8.6 The Contractor shall not post advertising signs and banners within the maintained areas.
 All traffic control and public safety signs used by the Contractor shall be kept free of graffiti at all times.
- 8.7 During performance and upon completion of Services, Contractor shall remove all unused equipment and instruments of service, and all excess or unsuitable materials, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by the City. Contractor shall leave the area in a neat, clean, and acceptable condition, as approved by the City.
- 8.8 The City has the sole authority to determine if Services are satisfactorily completed.

9.0 DAMAGE

- 9.1 All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense.
- 9.2 All repairs performed by the City shall be reimbursed by the Contractor for the value of the repair.
- 9.3 The Contractor shall be responsible for any damage to or loss of City premises, equipment, or supplies caused by the Contractor's (or its employees') negligence. The Contractor shall immediately report any said damage or loss to the City's premises, equipment, or supplies. The Contractor shall restore or replace any damages City facilities, equipment, or supplies.

10.0 EXTRAORDINARY REPAIRS

- 10.1 Within eight (8) hours of discovering any extraordinary incident such as vandalism, acts of God, and third party negligence which has or will affect any maintained area and is within the scope of the Contractor's responsibilities, Contractor shall document (by a phone call, photographs, and/or written statement) said extraordinary incident and deliver said documentation to City. Contractor is not responsible for reporting or documenting graffiti. Contractor shall perform the above documentation upon discovery of extraordinary incidents.
- 10.2 The City may, at its discretion, when it learns of the need for extraordinary repairs, direct the Contractor to perform necessary repairs and replacements in accordance with the following: Contractor shall submit a written estimate for the cost of performing such work to the City. City may upon review and approval of such estimate, authorize Contractor to perform said work by the issuance of a written work order. Upon completion of the work, Contractor shall submit a bill to the City. Contractor shall not perform extraordinary repairs without prior approval from the City. Such work performed by the Contractor will not be compensated by the City.

EXHIBIT B SAMPLE CONTRACTUAL SERVICES AGREEMENT RFB 2023-PW01 Landscape Services

	THIS	AGF	REEME	NT	("Agreer	ment")	is	made	and	entere	ed	into	this		_ d	lay	of
			,	2023	B, by and	betwe	en the	e City of	Pico	Rivera,	a n	nunicip	al co	rporation	(her	eina	fter
referred	I to a	s the	"CITY	′"), a	and						(herein	after	referred	to	as	the
"CONTI	RACTO	PR").	CITY a	nd C	ONTRAC	CTOR a	are so	metimes	here	inafter iı	ndivi	idually	referi	red to as	"Par	ty" a	and
collectiv	ely refe	erred t	to as "F	artie	s."							-				-	

SECTION 1. RECITALS.

WHEREAS, the CITY desires to engage CONTRACTOR to perform Landscape Maintenance services;

WHEREAS, CONTRACTOR represents to the CITY that CONTRACTOR has the necessary skill, experience, and expertise to provide said Landscape Maintenance services;

WHEREAS, the principal representative is authorized to enter into this Agreement on behalf of the CONTRACTOR and the CONTRACTOR is willing to perform such services under this Agreement; and

WHEREAS, CITY and CONTRACTOR desire to contract with one another for Landscape Maintenance services, as described in the Scope of Services attached as Exhibit "A";

NOW THEREFORE, inconsideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CITY and CONTRACTOR hereto agree as follows:

SECTION 2. SERVICES AND COMPENSATION.

a.	CONTRAC	CTOR shal	I provide	to the CITY	the Se	rvices s	et fortl	h in the	Scope	of Se	ervices	attach	ned
	hereto as	Exhibit '	'A " and	incorporated	herein	by this	refere	ence, an	d shall	be (comper	nsated	in
	accordanc	e with the	fee sch	edule as set	forth in	Exhibit	t "B" :	attached	hereto	and	incorpo	orated	by
	reference,	but	not	-to-exceed	the	ma	aximum	n C	ontract		amoun	t	of
						Dol	lars	and				Ce	nts
	(\$) (herein "Cor	ntract Su	ım").							

- b. CITY understands and hereby agrees that the services provided by CONTRACTOR under the Agreement will be performed wholly, or in large part, by CONTRACTOR.
- c. CITY agrees to cooperate with and to provide all necessary information and assistance to CONTRACTOR in order that CONTRACTOR may fulfill its obligations pursuant to this Agreement.
- d. CONTRACTOR shall submit to CITY an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered and the amount due. Within thirty (30) days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.
- e. The CITY does not warrant to contract exclusively with a single contractor to perform designated services.
- f. The CONTRACTOR shall maintain a valid California Landscape Contractor's License C-27.
- q. The CONTRACTOR shall maintain a valid California Pest Control Operator's License.
- h. CONTRACTOR's supervisors and on-site managers must maintain certifications in at least two (2) of the five (5) categories below:
 - 1. Certified Landscape Technician
 - 2. Certified Reclaimed Water Supervisor

- 3. Certified Landscape Irrigation Auditor
- 4. Qualified Applicator License
- 5. Certified Arborist

SECTION 3. TERM.

This Agreement shall commence on	, 2023. The term of this Agreement shall
be three (3) years from commencement and shall expi	ire on, 2026, unless sooner
terminated as hereinafter provided. The Agreement sha	ıll have two (2) one-year optional renewals, based on
mutual agreement between the Parties, as indicated in a	an amendment to extend the contract term, signed by
both Parties. In no event shall this Agreement extend bey	ond, 2028.

SECTION 4. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of, and subject to, all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

SECTION 5. EXTRA SERVICES.

No extra services shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the Director of Public Works or his designee.

SECTION 6. EXPENSES.

CITY shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for CITY unless authorized in writing by CITY. If any term or conditions conflict between this Agreement and any proposal, the Agreement shall take precedent.

SECTION 7. CITY DESIGNEE.

The Director of Public Works, or his designee, shall have the authority to act for and exercise any of the rights of the CITY as set forth in this Agreement, subsequent to authorization by the CITY.

SECTION 8. TERMINATION.

- a. CITY and CONTRACTOR shall have the right to terminate this Agreement without cause, for any reason, with thirty (30) days' written notice. Termination shall become effective 30 days after delivery of written notice to the other party. The Parties shall continue to perform their respective obligations under this Agreement during the 30-day notice period.
- b. Either party may terminate this Agreement for cause, effective immediately, upon written notice to the other party. For purposes of the Agreement, "cause" shall include, but not be limited to, a material breach of this Agreement.
- c. Upon termination with or without cause, CITY shall pay to CONTRACTOR, within 30 days of receipt of a final invoice, all amounts due and owing to CONTRACTOR through the effective date of termination, for work CONTRACTOR performed to the CITY's satisfaction, as solely determined by the CITY.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

- a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent CONTRACTOR. As such, the CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that it is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR'S employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONTRACTOR is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- b. The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- c. CITY shall not deduct from the compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation or any other insurance.
- d. PERS ELIGIBILITY INDEMNITY. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Pico Rivera Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section. CONTRACTOR shall obtain a CITY business license prior to commencing performance under this Agreement.

SECTION 13. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR agrees to, and shall defend (with counsel of CITY's choosing), indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONTRACTOR's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, except only liability arising out of the sole negligence of the CITY. CONTRACTOR shall reimburse CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 14. INSURANCE COVERAGE.

The CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- a. Comprehensive general liability, including premises-operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate;
- b. Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors, in the amount of One Million Dollars (\$1,000,000) combined single limit: and
- c. CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance for its employees and subcontractors as required by the laws of the State of California.
- d. Umbrella or excess liability in the amount of \$5,000,000. The umbrella or excess insurance policy shall contain a clause stating that the umbrella or excess coverage takes effect when primary limits are impaired or exhausted.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. Endorsements for the policies under Section 14(a) and (b) shall designate the CITY as an Additional named Insured. Prior to commencement of CONTRACTOR's services pursuant to this Agreement, CONTRACTOR shall provide CITY with proof of insurance in the form of both certificates of insurance and endorsement forms as approved by the Office of the City Attorney. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling the CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, the CITY shall have the right, but not the duty, to obtain replacement insurance and to charge the CONTRACTOR for any premium due for such coverage. The CITY has the option to deduct any such premium from the sums due to the CONTRACTOR. All of the policies required under this Agreement 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. The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current AM Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval of the CITY's Risk Manager. The CONTRACTOR shall immediately advise the CITY of any litigation that may affect these insurance policies.

SECTION 15. NONDISCRIMINATION.

In the performance of this Agreement, CONTRACTOR 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. CONTRACTOR will take affirmative action to ensure that employment applicants, subcontractors, and employees are treated 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 16. ASSIGNMENT.

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 17. SEVERABILITY.

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

SECTION 18. WAIVER.

Waiver by any Party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 19. ATTORNEY'S FEES & COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall been titled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. NOTICE.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below:

If to CONTRACTOR:

If to CITY:

City of Pico Rivera Deputy Director of Public Works 6615 Passons Blvd. Pico Rivera, CA 90660

Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

SECTION 21. WARRANTIES

Each of the Parties represents and warrants to one another as follows:

- a. It has as received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.
- d. For services and materials CONTRACTOR provides pursuant to this Agreement, CONTRACTOR gives a warranty that expires one year after the expiration or termination of this Agreement. CONTRACTOR's warranty guarantees the workmanship and quality of said Services and materials. If the CITY determines that CONTRACTOR's Services or materials are deficient or defective, the CITY may require CONTRACTOR to, at CONTRACTOR's cost, re-perform Services, or replace materials, or both. In addition, whether the CITY requires the CONTRACTOR to re-perform Services and replace materials, or the CITY (through CITY staff or a third party) corrects Services or replaces materials, CONTRACTOR shall be liable to the CITY for the CITY's costs incurred in correcting Services and replacing materials.

SECTION 22. GOVERNING LAW.

This Agreement shall be interpreted and construed according to the laws of the State of California and venue shall be in the County of Los Angeles, State of California.

SECTION 23. MISCELLANEOUS

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. The representations and warranties (including indemnification obligations) made by the Parties to this Agreement shall survive the expiration and termination of this Agreement.

- d. This Agreement may be signed in any one or more counterparts, all of which taken together shall be but the same Agreement. Any signed copy of this Agreement, or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- e. Each of the Parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.
- f. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
- g. Paragraph headings are only for convenience and shall not be used to construe meaning or intent.
- h. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.
- i. CONTRACTOR shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The CONTRACTOR shall at all times comply with such laws, ordinances, codes and regulations.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY" CITY OF PICO RIVERA	"CONTRACTOR"
Erik Lutz, Mayor	
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:
 Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT 4 NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

- 1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.
- 2. I have not directly or indirectly induced or solicited any other Contractor to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Contractor or anyone else to put in sham proposal or to refrain from submitting to this RFP.
- 3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.
- 4. All statements contained in the Proposal and related documents are true.
- 5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
- 6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.
- 7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

<u></u>
Title of Authorized Representative





To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: GOLF COURSE FIRE DAMAGE REPAIR PROJECT (CIP

NO. F21345) - AWARD OF EMERGENCY CONTRACT

Recommendation:

1. Approve the plans and specifications for the Golf Course Fire Damage Repair Project (CIP No. F21345);

- 2. Award a Construction Contract for a not-to-exceed amount of \$669,712 to Restoration Management Company for the Golf Course Fire Damage Repair Project (CIP No. F21345) and execute the contract in a form approved by the City Attorney;
- Approve an additional appropriation of \$33,452 from Fund 100 (General Fund) Undesignated Fund Balance GL Account No. 100.98.9800-56900 (Transfer Out) transferring to Fund 570 (Golf Course) GL Account No. 570.00.0000-47900 (Transfer In) and appropriate to GL Account No. 570.16.1620-54500-F21345 (Contracted Services);
- 4. Authorize the City Manager or his designee to process change orders, as needed, in an amount not-to-exceed \$67,000 (approximately 10% of the total contract amount) for construction contingency; and
- Approve the Notice of Exemption (NOE) for the subject project (Enclosure 2) and authorize the City Clerk to file the NOE with the County Recorder, in accordance with the California Environmental Quality Act (CEQA).

Fiscal Impact:

Funding for the Golf Course Fire Damage Repair Project is available in Account No. 105.70.7320-54500, CIP No. F21345, to be reimbursed by insurance, and less the replacement of the six foot by sixteen foot (6'x16') structural beam. The cost of the structural beam in the amount of \$33,452 will need funding from Fund 100 (General Fund) Undesignated Fund Balance GL Account No. 100.98.9800-56900 (Transfer Out)

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 GOLF COURSE FIRE DAMAGE REPAIR PROJECT (CIP NO. F21345) - AWARD OF EMERGENCY CONTRACT Page 2 of 4

to Fund 570 (Golf Course) GL Account No. 570.00.0000-47900 (Transfer In). Additionally, appropriate these funds to the Golf Course Fire Damage Repair Project (CIP No. F21345) GL Account No. 570.16.1620.54500-F21345 (Contracted Services). The remaining amount of approximately \$636,260 will be reimbursed from our insurance provider.

Discussion:

On February 7, 2023, the Pico Rivera Golf Couse experienced a fire that damaged a portion of the clubhouse facility. Upon completion of the Fire Department's investigation, the City's insurance company immediately mobilized ATI Restoration to conduct urgent mitigation measures that included moisture mapping, boarding up of wall and roof openings, installation of temporary dehumidifiers in water damaged areas, placement of temporary portable odor elimination devices, extraction of remaining standing water, inspection of affected areas, placement of barriers around damaged areas and cleaning of the affected interior areas. The cost of this initial mitigation work is covered directly by the city's insurance policy.

On February 16, 2023, and as instructed by the insurance company, the Department of Public Works requested proposals from on-call engineering consultants to assess the damage and to design the repairs. On March 7, 2023, Yao Engineering was issued a task order to their on-call professional services contract to provide design, plans, specifications, and estimates, for a total amount not-to-exceed \$57,443. The scope of design is limited to the permanent repair of damaged portions of the clubhouse, to be restored to preexisting condition, and includes interior and exterior fire damaged walls, roof, doors and windows, and the replacement of electrical and mechanical equipment. On November 15, 2023, the insurance company obtained bids from three (3) specialty contractors, based on the city-provided plans and specifications.

The following summarizes the bids received, as verified by the insurance adjuster:

Construction Company	Bid Amount
Restoration Management Company	\$669,712.20
Belfor Property Restoration	\$891,310.28
ATI Restoration	\$959,321.00

Staff completed the analysis of the bids and determined Restoration Management Company to be the apparent lowest and responsible bidder. Staff have verified Restoration Management Company's references and found their past performance in jobs of similar size and scope to be satisfactory. Their bid proposal, bonds, contractor's license, and insurance documents are in order. The contractor has signed a construction agreement, and the City Manager has authorized the start of construction on an emergency basis. Its continuance is subject to this Council authorization.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 GOLF COURSE FIRE DAMAGE REPAIR PROJECT (CIP NO. F21345) - AWARD OF EMERGENCY CONTRACT Page 3 of 4

The anticipated schedule for the Project is as follows:

- Award and Start Construction as Emergency... January 16, 2024
- Complete Construction April 2024

Construction Management/Inspection Contract

On September 19, 2023, a Request for Task Proposals (RFTP) was sent to prequalified firms under the on-call construction management and inspection services agreements to provide construction management and inspection services. On September 26, 2023, a total of one (1) proposal was received. Upon completed negotiations and concurrence from the City's insurance company, a Task Order was issued to Willdan Associated in an amount not-to-exceed \$42,193.

The total estimated project budget is summarized as follows:

Project Expenditures	Amount
Design	\$57,443
Construction	\$669,712
Contingency (10%)	\$67,000
Construction Management and Inspection	\$42,193
Project Administration	\$30,000
Total Estimated Project Cost	\$866,348

Environmental Analysis:

The project has been reviewed for environmental compliance. Pursuant to the California Environmental Quality Act (CEQA) guidelines, the Project is categorically exempt under Section 15302 Class 1(c) for existing facilities (Enclosure 2).

Conclusion:

Staff recommends awarding a Construction Contract to Restoration Management Company for a not-to-exceed amount of \$669,712, authorize the City Manager or his designee to process change orders, as needed, in an amount not-to-exceed \$67,000 in contingency (approximately 10% of the total contract amount) to complete the project, and authorize the City Clerk to file the NOE with the County Recorder in accordance with CEQA.

Steve Carmona

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 13, 2024 GOLF COURSE FIRE DAMAGE REPAIR PROJECT (CIP NO. F21345) - AWARD OF **EMERGENCY CONTRACT** Page 4 of 4

SC:NN:GE:NC:np

Enclosures: 1) Construction Contract 2) Notice of Exemption

Agreement	No	

CITY OF PICO RIVERA CONTRACT FOR PICO RIVERA GOLF COURSE FIRE DAMAGE PROJECT; CIP PROJECT NO. 21345

THIS CONTRACT ("Contract") is made and entered this 23rd day of January 2024 ("Effective Date"), by and between the CITY OF PICO RIVERA, a California municipal corporation ("City") and Restoration Management Company, a California corporation ("Contractor"). The Contractor's California State Contractor's license number is 765595. In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Contract Documents.</u> The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid Proposal (including documentation accompanying the Bid Proposal and any post-Bid Proposal documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. In the event there is a conflict between the terms of the Contract Documents, the more specific or stringent provision shall govern. City shall decide which option is the more specific or stringent provision. The Contract Documents are attached hereto and incorporated herein by reference.
- 2. <u>Scope of Services.</u> The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as PICO RIVERA GOLF COURSE FIRE DAMAGE PROJECT; CIP PROJECT NO. 21345 ("Project"), as described in the Contract Documents.

3. <u>Compensation.</u>

- 3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Bid Schedule submitted with the Bid Proposal. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is SIX HUNDRED SIXTY-NINE THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND TWENTY CENTS (\$669,712.20) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.
- 3.2 <u>Payment Procedures.</u> Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the General Provisions.
- 3.3 <u>Substitution of Securities.</u> Pursuant to Public Contracts Code Sec. 22300 Contractor shall be allowed to substitute securities for any moneys withheld by the City to ensure performance under a contract, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank

in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

4. Contract Time.

4.1 <u>Initial Notice to Proceed.</u> The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of <u>60</u> Working Days. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within **_10 __ Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- 4.2 <u>Notice to Proceed with Construction</u>. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

5. Liquidated Damages for Delay and Control of Work.

5.1 <u>Liquidated Damages</u>. The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Additional Federal Requirements.

6.1 <u>Payment of Prevailing Wages on Public Works Projects.</u> In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and

any Subcontractors shall pay wages in accordance with the prevailing hourly rates determined by the Wage and Hour Division (WHD) of the United States Department of Labor or the general prevailing wage determinations by the State of California Department of Industrial Relations (DIR) whichever is higher. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the WHD/DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the WHD/DIR.

- 7. <u>Work After Stop Work Notice</u>. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.
- 8. <u>Antitrust Claims</u>. In entering into this Contract, the Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.§ 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.
- 9. <u>Prevailing Wages</u>. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply. Public Works projects not covered by the CWA shall be subject to the prevailing wage requirements of the California Uniform Public Construction Cost Accounting Act which has been adopted by the City.
- 10. <u>Workers' Compensation</u>. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

11. Miscellaneous Statutory Requirements.

- 11.1. <u>Contractor License</u>. Contractor shall possess a California contractor's license type for the performance of the Project.
- 11.2 <u>Ineligible Contractor Prohibited.</u> Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.
- 11.3 <u>Compliance with SB 854 Registration.</u> This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Contract Code Section 7104, in the event the work included in this Contract requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 7-4 of the General Provisions.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 11.5 <u>Trench and Pipeline Safety.</u> If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the City.
- 11.6 <u>Utility Relocation</u>. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by Contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.
- 11.7 <u>Third Party Claims Notification.</u> The City shall timely notify the Contractor in writing of any third party claims relating to the contract.
- 11.8 <u>Unfair Business Practices Claims.</u> The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).
- 11.9 <u>Day's Work.</u> Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such 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 of the provisions of Labor Code section 1810. (Labor Code § 1813).

- 11.10 <u>Hazardous Materials and Unknown Conditions</u>. Contractor shall notify City in writing of the discovery of any of the following conditions, without disturbing the condition, as soon as Contractor, or any of Contractor's subcontractors, agents or employees have knowledge and reporting is possible:
- (1) The presence of any material that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
- (2) Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

Pending a determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

City shall promptly investigate the reported conditions. If City, through its Director of Community Development and Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then City shall issue a change order.

In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

- 11.11 Payroll Records. Contractor shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. Contractor and any subcontractor shall (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor shall inform the City of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address. The Contractor has ten days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit \$100.00 for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 11.12 <u>Employment of Apprentices.</u> Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five

hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

- 11.13 <u>Records and Inspection</u>. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three 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.
- 11.14 Ownership of Intellectual Property . All reports, documents or other written material ("written products") developed by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor. If any state, federal, or local law requires mandatory copyright protection for Contractor's work product, City shall comply with such laws to the extent feasible.

12. Termination.

- 12.1. Termination for Convenience. The City may terminate this contract, in whole or in part, with 30 days written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs. The Contractor may terminate this Contract, in whole, with 90 days written notice to the City.
- 12.2 <u>Termination for Default.</u> If at any time the Contractor is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the City, and will be served upon the Contractor and its sureties. If the Contractor continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the City within the time specified in such Notice, the City shall have the authority to terminate the Contract for this Project.
- 12.3 <u>Waiver of Remedies for any Breach.</u> In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.
- 13. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
- Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.
- 15. <u>Entire Contract</u>. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the

City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

- 16. Attorney's Fees and Costs. If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
- Independent Contractor. The Contractor is and shall at all times remain as to the City, 17. a wholly independent contractor. Neither the City, nor any of its officers, employees or agents shall have control over the conduct of the Contractor or any of the Contractors' officers, employees or agents, except as herein set forth. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Contract. The Parties further acknowledge the following: (i) that Contractor shall provide the services outlined in the Scope of Services directly to City; (ii) Contractor maintains a business location at the address listed under Section -18 that is separate and distinct from the City; (iii) Contractor contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Contract, Contractor provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Contractor has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours and City staff availability, Contractor may set its own hours and location of work.
- 18. <u>Notice.</u> Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:
City of Pico Rivera
6615 Passons Boulevard Pico Rivera,
California 90660
Attention: Noe Negrete

To Contractor: Restoration Management Company Attn: Dave Glover, Chief Risk Officer 3090 Independence Drive Livermore, CA 94551

19. <u>Prohibition Against Assignment.</u> The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder

shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

20. <u>Counterparts</u>. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

[Signatures on following page]

CITY OF PICO RIVERA

	"CITY" City of Pico Rivera By: Steve Carmona, City Manager
ATTEST:	APPROVED AS TO FORM:
By:Cynthia Ayala, CMC, City Clerk	By: Arnold M. Alvarez-Glasman, City Attorney
Dated:	"CONTRACTOR" RESTORATION MANAGEMENT COMPANY By:
	Dave Glover, Executive VP, Chief Risk Officer
	By:
	PROOF OF AUTHORITY TO BIND

CONTRACTING PARTY REQUIRED

Bond No.	
----------	--

PAYMENT BOND (LABOR AND MATERIALS)

rendered.

KNOW ALL PERSONS BY THESE PRESENTS that:		
WHEREAS the City of PICO RIVERA ("Public Agency"), State of California, has awarded to		
("Principal")		
(Name and address of Contractor)		
a contract (the "Contract") for the Work described as follows:		
PICO RIVERA GOLF COURSE FIRE DAMAGE PROJECT; CIP PROJECT NO. 21345		
WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.		
NOW, THEREFORE, we, the undersigned Principal, and		
(Name and address of Surety)		
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of		
(\$), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding		

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal.

any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:	
"Principal"	"Surety"
Signature: Print Name: Title: Date:	Print Name: Title:
Signature:Print Name:Title:Date:	(0 - 1)
(Seal)	

NOTE: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

	Bona No.	
EODMANCE BOND		

this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:	
"Principal"	"Surety"
Signature:Print Name:	Print Name: Title:
Signature:Print Name: Title: Date:	_
(Seal)	

NOTE: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attomey-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No
WARRANTY BOND
KNOW ALL PERSONS BY THESE PRESENTS that:
WHEREAS the City of PICO RIVERA ("Public Agency"), State of California, has awarded to
("Principal") (Name and address of Contractor)
a contract (the "Contract") for the Work described as follows:
PICO RIVERA GOLF COURSE FIRE DAMAGE PROJECT; CIP PROJECT NO. 21345
WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient warranty Bond with the Public Agency before final completion of the work and its acceptance by the Public Agency.
NOW, THEREFORE, we, the undersigned Principal, and
(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall remedy, without cost to the Public Agency, any defects which may develop during a period of one year from the date of completion and acceptance of the work performed under the Contract, caused by defective or inferior materials or workmanship, and shall indemnify, defend and hold harmless the Public Agency, its officers, agents, and employees for any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense, which arise out of, pertain to, or relate to such defects or to the Principal's actions or inactions in remedying such defects, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FURTHER, Surety hereby waives the provisions of California Civil Code sections 2845 and 2849. The Public Agency is the principal beneficiary of this bond and has all rights of a party hereto.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:	
"Principal"	"Surety"
Signature: Print Name: Title: Date:	Print Name: Title:
Signature: Print Name: Title: Date:	

NOTE: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

(Seal)

Notice of Exemption

Appendix E

To: Office of Planning and Research	From: (Public Agency): City of Pico Rivera			
P.O. Box 3044, Room 113	6615 Passons Boulevard			
Sacramento, CA 95812-3044	Pico Rivera, CA 90660			
County Clerk County of: Los Angeles	(Address)			
12400 Imperial Highway	(Address)			
Norwalk, CA 90650				
Project Title: Golf Course Fire Damage Repairs, CIP F21345 Project Applicant: Noe Negrete, Director of Public Works				
Project Location - Specific:				
3260 Fairway Drive, Pico Rivera, CA 90660				
Project Location - City: Pico Rivera	Project Location - County: Los Angeles			
Description of Nature, Purpose and Beneficiaries of Project: The improvements are limited to the emergency repair of portions of the clubhouse interior and exterior fire damaged walls and roof, including doors, windows, electrical and mechanical equipment, to be restored to preexisting condition.				
Name of Public Agency Approving Project: City	of Pico Rivera			
Name of Person or Agency Carrying Out Project	t: Noe Negrete, Director of Public Works			
Exempt Status: (check one):				
☐ Ministerial (Sec. 21080(b)(1); 15268);				
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));				
Π Emergency Project (Sec. 21080(b)(4): 15269(b)(c)):				
Categorical Exemption. State type and	section number: Class 1 - Section 15301(c)			
☐ Statutory Exemptions. State code number	ber:			
Reasons why project is exempt: The project will only restore the clubhouse build	ding to preexisting condition for original occupancy and use.			
Lead Agency Contact Person: Noe Negrete, P.E.	Area Code/Telephone/Extension: 562-801-4421			
If filed by applicant: 1. Attach certified document of exemption fi 2. Has a Notice of Exemption been filed by	inding. the public agency approving the project?. □ Yes 图 No			
Signature:	Date: Title: Public Works Director			
☑ Signed by Lead Agency ☐ Signed	by Applicant			
Authority cited: Sections 21083 and 21110, Public Resource Reference: Sections 21108, 21152, and 21152.1, Public R				





To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: PURCHASE OF A PRE-ENGINEERED MULTIPURPOSE

AQUATICS BUILDING FOR THE SMITH PARK AQUATIC

CENTER PROJECT (CIP NO. 50043)

Recommendation:

1. Approve a Professional Services Agreement, in a form approved by the City Attorney with Romtec, Inc. (Romtec) for the purchase of one (1) Romtec Multipurpose Restroom/Shower/Storage/Pool Mechanical/Maintenance Control Building in the amount of \$539,222;

- 2. Award a contract to Romtec through Sourcewell, Contract No. 081721-RMT; and
- 3. Authorize the City Manager to execute all agreements and documents related to the purchase of the recommended prefabricated restroom structure.

Fiscal Impact:

The fiscal year (FY) 2023-24 Amended Budget has appropriately allocated \$78,569 in GL Account No. 699.70.7300-54500-CIP. 50043. These funds were specifically dedicated for the replacement of the boiler, heaters, and chemical room at Smith Park Aquatic Center. Dedicating these funds to this project will allow the City of Pico Rivera (City) to close out the grant.

The fiscal year (FY) 2023-24 Adopted Budget has appropriately allocated \$8.5 million for the Smith Park Aquatic Renovation – Account No. 699.70.7300.54500-CIP.50043 for a total of \$460,653, which will be utilized toward the prefabricated multipurpose building.

Background:

On August 23, 2022, the City formalized a collaboration with Dahlin Group, Inc. to enlist their expertise in Architect/Engineer (A-E) services for the design and construction support of the Smith Park Aquatic Center Renovation Project, identified as CIP No. 50043. Throughout the duration of this partnership, City staff have engaged closely with

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 PURCHASE OF A PREFABRICATED MULTIPURPOSE AQUATICS BUILDING FOR THE SMITH PARK AQUATIC CENTER PROJECT (CIP NO. 50043) Page 2 of 4

the Dahlin Group to conceptualize and design a state-of-the-art aquatics facility. The improvements will aid in new aquatic programming and work to foster an array of activities. Anticipated benefits include growth in the amount of swim lessons offered, the introduction of therapeutic programs, and the development of specialized programming catering to seniors aged 55 and older. These enhancements are expected to elevate the overall quality of life for residents across various age groups and abilities within the community.

Discussion:

During the design phase, the Dahlin Group and City staff explored multiple alternatives for a new multipurpose building. This pre-engineered structure is intended to accommodate the chemical room, boilers, restroom, shower facilities, pool storage, and function as a maintenance control hub for the Smith Park Aquatic Center. Upon realizing that additional construction could incur substantial costs, it was decided that opting for a prefabricated building would be more cost-effective and a time-saving approach due to the simple design configuration. Procuring the pre-engineered pool mechanical and storage structure is estimated to save approximately two (2) months in time compared to a traditional build. Choosing a traditional construction method could potentially lead to increased costs due to material cost escalation and design service expenses.

Over the last year, City staff have collaborated with Romtec to optimize the building's structure and material selections in order to minimize overall costs. The initial conceptual design cost estimate was grounded in a steel-framed building, whereas Romtec's figures were derived from a concrete masonry units (CMU) building structure.

The cost breakdown is shown in the table below:

	ROMTEC	TRADITIONAL BUILD
MATERIAL COSTS	\$590,000	\$400,000
SOURCEWELL SAVINGS	(\$50,000)	-
GC MARKUP (10%)		\$40,000
POTENTIAL MATERIAL COST		\$40,000
ESCALATION (10%)		
POTENTIAL DESIGN ADD SERVICES		\$30,000
ESTIMATED SCHEDULE EXTENTION	-	\$80,000 (2 MONTHS)
COST		
(ADDITIONAL STAFF/TEAM TIME)		
ESTIMATED RIBBON CUTTING	END OF 2025	EARLY 2026
ESTIMATED TOTAL	\$540,000	\$590,000

Dahlin will engage with Romtec in the same manner as with any other design engineer. All direction, inquiries, and scheduling will be directed through Dahlin for streamlined

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 PURCHASE OF A PREFABRICATED MULTIPURPOSE AQUATICS BUILDING FOR THE SMITH PARK AQUATIC CENTER PROJECT (CIP NO. 50043) Page 3 of 4

coordination for a single source of point of contact. Dahlin conducted an initial assessment with the LA County Fire Department to address specific concerns. This proactive step has provided the City with an advantageous head start in validating the design and securing approvals from both the City's Building Division and obtaining official approval from the Los Angeles County Fire Department.

Currently, Romtec is approximately 95% complete with design. Additional engineering and utility coordination will not affect pricing. Through staff's analysis and evaluation, it has been determined that a pre-engineered multipurpose building from Romtec aligns most effectively with the City's timeline. Opting to precure the pre-engineered multipurpose building through Romtec, via Sourcewell, is the recommended course of action based on the comprehensive assessment. The Romtec Professional Services Agreement is valued at \$539,222 and covers the cost of components and supplies. The installation of the Romtec pre-engineered building will be performed by the awarded general contractor performing the work for the overall project as past studies showing it would be more cost effective for the general contractor to provide the installation instead of Romtec since the chosen general contractor will have all the necessary subcontractors on-site for the rest of the project. Moreover, purchasing the pre-engineered multipurpose building by Romtec, through Sourcewell, meets all the requirements set forth by the Pico Rivera Municipal Code (PRMC) regarding regional cooperative purchasing agreements. Sourcewell Contract No. 081721-RMT establishes pre-approved vendors by following a nationwide competitive Request for Proposal process for prefabricated structures and related services. This ensures that the City, as a member, receives the highest qualified, best available pricing for the prefabricated multipurpose building, while meeting the formal purchasing policies and procedures. The City has utilized Sourcewell for previous City purchases. Cooperative or Piggyback Purchasing such as the one proposed here, is authorized by Section 3.20.030 (Exemptions from chapter application) of the PRMC.

Conclusion:

Staff recommends that the City Council approve a Professional Services Agreement with Romtec, Inc. in the amount not-to-exceed \$539,222 and award a contract to Romtec, through Sourcewell Contract No. 081721-RMT for the purchase of one (1) Romtec Inc., pre-engineered, multipurpose aquatics building, and authorize the City Manager to execute all agreements and documents related to the purchase.

Steve Carmona

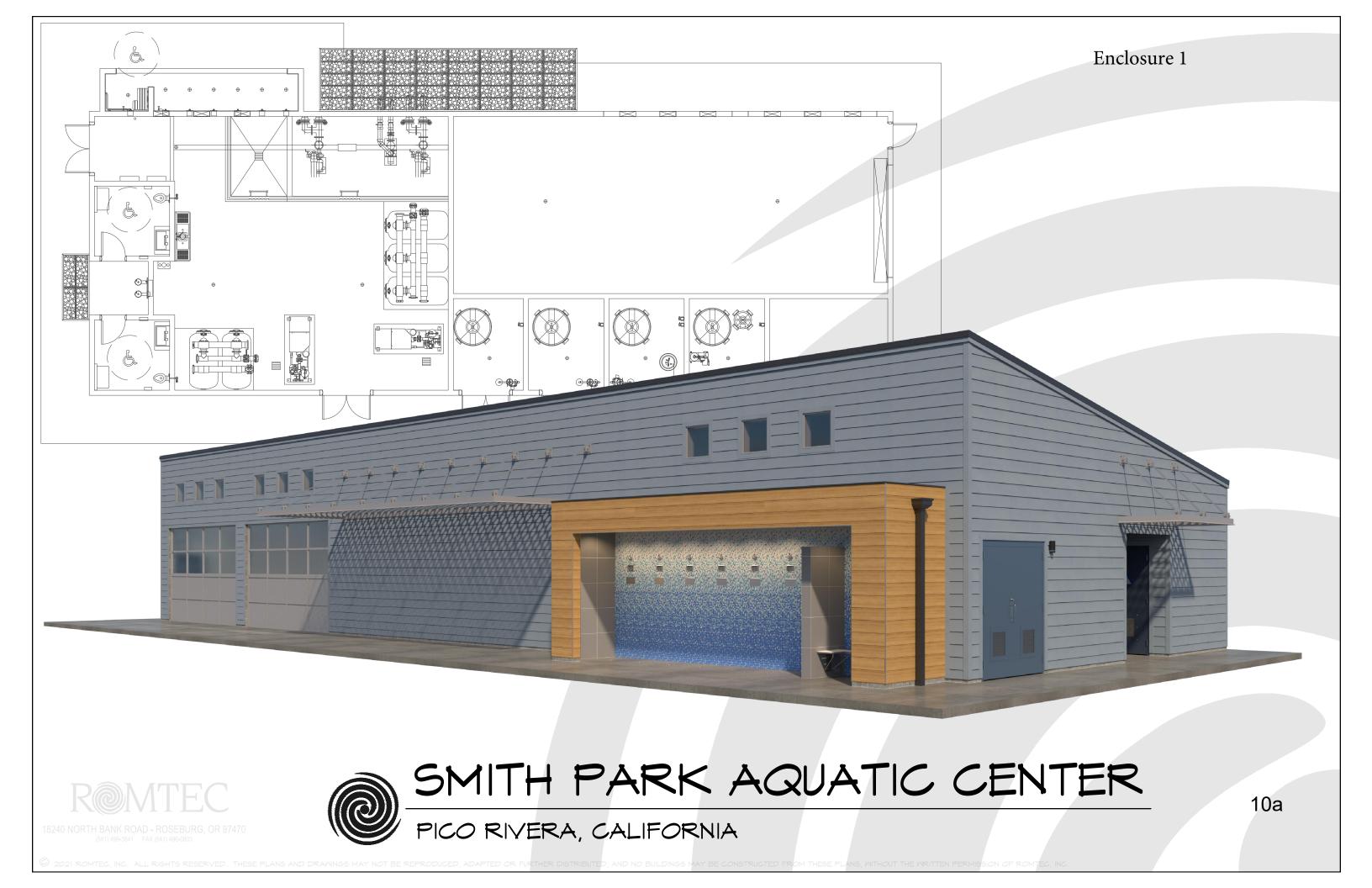
SC:PY:KK:DF:MP

Enclosures: 1) Professional Services Agreement/Exhibit A (Romtec Inc. Proposal)

2) Sourcewell Contract No. 081721

3) Grant Award Letter

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 PURCHASE OF A PREFABRICATED MULTIPURPOSE AQUATICS BUILDING FOR THE SMITH PARK AQUATIC CENTER PROJECT (CIP NO. 50043) Page 4 of 4





Preliminary Scope of Supply and Services

Building Supply Only

Project: Smith Park Aquatic Center Renovations

Location: Pico Rivera, CA

Date: 11/14/2023

Contents

- 1. Process Start to Finish
- 2. Key Notes
- 3. Romtec Scope of Materials Supply
- 4. Delivery, Storage, and Handling
- 5. Warranty and Limitations
- 6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1.Process - Start to Finish

Below is an outline of Romtec's process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

A. Romtec Provides a Quote/Proposal

- 1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
- 2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
- 3. Romtec's Quote/Proposal will include Credit Application and Project Information forms.
- 4. Depending on the nature and complexity of the project, Romtec's Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.

B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form

1. Romtec and the customer will finalize the agreed payment schedule.

C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)

- 1. Romtec provides the SSDS in Romtec's standard electronic submittal format.
- 2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.

D. Customer reviews and comments on the SSDS

- 1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
- 2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
- 3. Customer will have 45 days from purchase order date to approve the SSDS.

E. Customer Approves the SSDS and releases Romtec to begin production

- 1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
- 2. The customer's approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
- 3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.

F. Romtec provides the Full Sealed Plan Set

- 1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
- 2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
- 3. Romtec's standard plan size is 11"x17".

G. The local building department reviews and comments on the Romtec plans

- 1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
- 2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

H. The local building department approves the revised Romtec plans

- 1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
- 2. Romtec will complete production/manufacturing of the building package per the final approved plans.

I. Romtec delivers the completed building package

- 1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
- 2. Romtec's warranty period begins.

2. Key Notes

- A. The following are important assumptions and/or clarifications regarding the proposal.
 - 1. Materials in Chem & Electrical Rooms to be 1-Hour Fire Rated
 - 2. Romtec is excluding the breaker panel for all site electrical and pool equipment.
 - 3. Romtec will coordinate the design for the Garage Doors, Pump Hoist System, and Canopies to be "Installer Supplied".

3. Romtec Scope of Materials Supply

A. Structure

- 1. Romtec's proposal includes the specific color selections noted below. Deviation from these may result in a price increase.
- 2. The following building package structural items will be supplied by Romtec.
 - a. Concrete Masonry Units CMU
 - i. Exterior walls will be constructed of smooth-face, mortar joint, concrete masonry units (concrete blocks).
 - ii. Block color will be gray.
 - b. Exterior finish shall be fiber cement lap siding.
 - i. Siding to be hardie plank lap siding, cedarmill, in the **Boothbay Blue** color.
 - ii. Hardie trim to be **Boothbay Blue** color to match siding.
 - c. Exterior siding accent and ceiling finish for exterior showers to be Trespa Pura Classic Oak, high pressure laminate siding panels.
 - i. Trespa siding to be running bond pattern.
 - d. Exterior tile for showers.
 - i. Back wall to be Brior Glass Mosaic Tile in *Twilight Gradient*.
 - ii. Side walls to be Daltile Median Gray/Matte Color Code: MN44 (24"x24")
 - e. Interior restroom wall finish to be Daltile 8"x24" vertical running bond pattern" in *Arctic White 1012 and Mustard 1012*.
 - f. Fixed windows high up on the walls above the roll-up doors and exterior showers.
 - g. Doors, frames and hardware
 - i. Stainless steel, ball bearing hinges.
 - ii. Heavy duty door closers.
 - iii. Doors to have stainless steel kick plates and aluminum thresholds and sweeps.
 - iv. Pull handle with deadbolt locks.
 - v. Double doors/frames to have louvered door vents.
 - h. Railings around Vault Pits with removable section below Hoist System for easy pump removal.
 - i. Roofing materials
 - i. Pre-engineered TJI joist roof system with R-38 batt insulation and hardi fascia in **Boothbay Blue**.
 - TPO Single Ply Carlisle syntec fleece back with scupper location over shower area.
 - All exposed steel is powder coated RAL 7035 to match window frames, canopies and bi-fold doors.
 - Note: Powder coat color to be confirmed by **owner** from standard RAL color chart.
 - iv. Metal standing seam roofing to be Pac-Clad, Snap-Clad roofing panels.
 <u>Note</u>: Roofing color shall be selected by the **owner** from the manufactures standard color chart.

B. Plumbing Fixtures and Accessories

- 1. The following items relative to the fixtures will be supplied by Romtec:
 - a. Wall mount, stainless steel toilets with concealed, hydraulic flush valves.
 - b. Lavatory sinks shall be single sink with faucet, soap dispenser and hand dryer.
 - i. Counter to be Rainer
 - ii. Brushed black stainless faucet
 - iii. Bradley verge with washbar LVODI
 - c. Exterior, thru-wall, metered shower fixtures with stainless steel back panel.
 - d. Wall mount, designer series grab bars, matte black finish.
 - e. Wall mount, Bradley 780 Series mirrors.
 - f. Wall mount, toilet paper dispenser, Bobrick B-4288 Contura Series.
 - g. Trash can, Bobrick B-35639.

- h. Baby changing station, Bobrick KB-300-SS.
- i. Surface mount, stainless steel, bi-level drinking fountain with bottle filler.
- j. Floor mount, stainless steel, 2-bay utility sink with pre-rinse faucet.
- k. Tankless natural gas water heater to support restroom sinks and exterior showers.
- I. Trench drains for restrooms and drinking fountain area.

C. Electrical Fixtures

- 1. The following electrical fixtures will be supplied by Romtec:
 - a. Exterior lighting
 - i. Wall cylinder, LED downlight fixtures.
 - ii. Lights controlled by photocell.
 - iii. Exterior recessed lights for restroom entry.
 - b. Interior lighting
 - i. Recessed, LED canned light fixtures.
 - ii. Light controlled by switch (supplied by installer).
 - c. Exhaust fans for restroom entries and showers.
 - d. Mechanical exhaust package with inline fans for chemical and electrical rooms.
 - e. Main breaker panel sized for the building components.
 - i. 200 amp, single-phase, indoor.

Note: Electrical breaker subpanel is for Romtec supplied electrical items ONLY.

4. Delivery, Storage, and Handling

A. Delivery Vehicle Size

- 1. Romtec's delivery vehicles are vans or trucks with 53' trailers, or the largest trailer up to 53' that is legally allowed to access the job site. Overall dimensions of the delivery vehicles are:
 - a. 70' overall length
 - b. 102" wide
 - c. 168" high

B. Number of Deliveries

- 1. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
- 2. Regardless of the number of deliveries, the customer is responsible for all offloading and related costs.

C. Delivery inspection

- 1. Romtec allows for five (5) business days for the customer to inspect and accept the delivered building package.
- 2. Any items not specifically rejected after five days are considered accepted.

5. Warranty and Limitations

A. Warranty

 Please review the Romtec warranty by clicking the link below: https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf

B. Disclaimers

- Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing
 manufacturers intend for their roofing to be installed immediately upon delivery from the factory;
 otherwise, most have special storage requirements to validate their warranty. All project
 circumstances are different, and because Romtec cannot guarantee that metal roofing is installed
 within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the
 jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in
 the overall Romtec building warranty.
- 2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.

Section 2 – Installer Scope (by others)

6. Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items to be provided by others that are required to complete the installation of the Romtec building package.

- Items in this section are typically provided by the *installer*, or, for projects where the *installer* is separate subcontractor of the general contractor and/or owner, some items are typically provided the *contractor*.
- 2. The items below are separated into *installer* items and *contractor* items. If the *installer* and *contractor* are the same entity, then that entity is responsible for all items in this section.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural

The following structural components will be provided by the **installer**:

- a. All materials, equipment and labor for footings and interior slabs.
- b. Latex epoxy paint wall finish.
- c. Gypsum board ceiling finish.
- d. Caulking.
- e. Concrete sealant CMU block exterior.
- f. Restroom Floor Finish to be epoxy sealed concrete (Fluid Chemical Ultrasil Lite+) w/Broom Finish to meet aquatic facility code slip resistance coefficient supplied by *installer*.
- g. Masonry (concrete) grout and rebar
- h. The *installer* may be required to notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.

<u>Note</u>: Romtec is not responsible for any cost or installation delays associated with this CMU block modification work.

- i. Sealant for all exposed wood.
- j. Typical fasteners such as nails, staples, and screws, and any other fasteners not included in product packaging.
- k. Doors/frames arrive factory primed to be painted on-site by building *installer*.
 - Restroom Doors/Frames paint color to be Benjamin Moore Deep Royal 2061-10, supplied by installer.
 - Storage & Mechanical Room Doors paint color to be **Benjamin Moore Hudson Bay** 1680 supplied by **installer**.
- I. Gutters and downspouts are supplied and installed by building *installer*.
- m. Vault pits in pool equipment room by *installer* per drawings.
- n. 4'x8' Steel Canopies over the restroom entry & 8'x32' bleachers to be Rod & Clevis Canopy with Pattern #28 by Bok Modern.
 - a. Canopy color to be **semi-gloss light grey** to closely match the window frames/folding door frames.
- j. I-beam and pump hoist system.
- k. Garage doors.
 - i. (2) 10'-0"H x 16'-0"W electric operated, bi-fold garage doors to have clear anodized frame with solid panels to match frame on the lower half and frosted duel pane glass on the upper half.
 - ii. 10'-0"H x 14'-0"W roll-up garage door.

2. Plumbing

The following plumbing components will be provided by the *installer*.

- a. Plumbing rough-in, installation and trim within 10' of the building footprint will be by the *installer*.
- b. All water and sewer piping and floor drains within the building footprint are provided by the *installer*.
- c. Floor drains are *installer* supplied.
- 3. Flectrical

The following electrical components will be provided by the *installer*.

- a. Electrical rough-in, installation and trim within 10' of the building footprint will be by the installer.
- b. All switches and outlets that are not included with electrical products are provided by the **installer**.
- c. Aquatic equipment electrical subpanels are to be *installer* supplied.
- 4. Other materials, equipment, and services

The following materials, equipment, and services are provided by the installer.

- a. Building package installation
- b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by others.

C. Contractor Scope

The *contractor's* scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural

The following items relative to the structural components will be supplied by the *contractor*:

- a. All materials, equipment and labor for exterior slabs and sidewalks.
- b. If required, design and supply of gutters and downspouts is by the contractor or others. Romtec can show basic gutters and downspouts on the plans upon request.
- 2. Plumbing

The following plumbing components will be provided by the *contractor*.

- a. Incoming plumbing utilities to within 10' of the building exterior will be by the *contractor*.
- b. All water and sewer piping, drains, and valves external of the building footprint are provided by the *contractor*.
- 3. Electrical

The following electrical components will be provided by the **contractor**.

- a. Incoming electrical utilities to with 10' of the building exterior are provided by the ${\it contractor}$.
- b. Electrical meter base and meter are provided by the *contractor*.
- 4. Other materials, equipment, and services

The following materials, equipment, and services are provided by the *contractor*.

- a. Site grading and/or asphalt paving
- b. Masonry pavers
- c. Branch circuit breakers
- d. Fire alarm & fire suppression equipment
- e. Gutters and downspouts
- f. Lighting equipment not attached to the building

- g. Backflow check valves & drain valves
- h. Freeze protection
- i. Landscaping
- j. Special inspection services
- k. Permits and fees
- I. Site plans
- m. Geotechnical reports

D. Delivery, Storage, and Handling

- 1. The *installer* and/or *contractor* will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6 ft. fork extension.
- 2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
- The installer and/or contractor will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
- 4. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their product packaging. It is the responsibility of the *installer* and/or *contractor* to collect and maintain these manuals until delivered to the owner.

E. Romtec General Exceptions/Exclusions

The following are items that Romtec does not provide as part of its standard products and services.

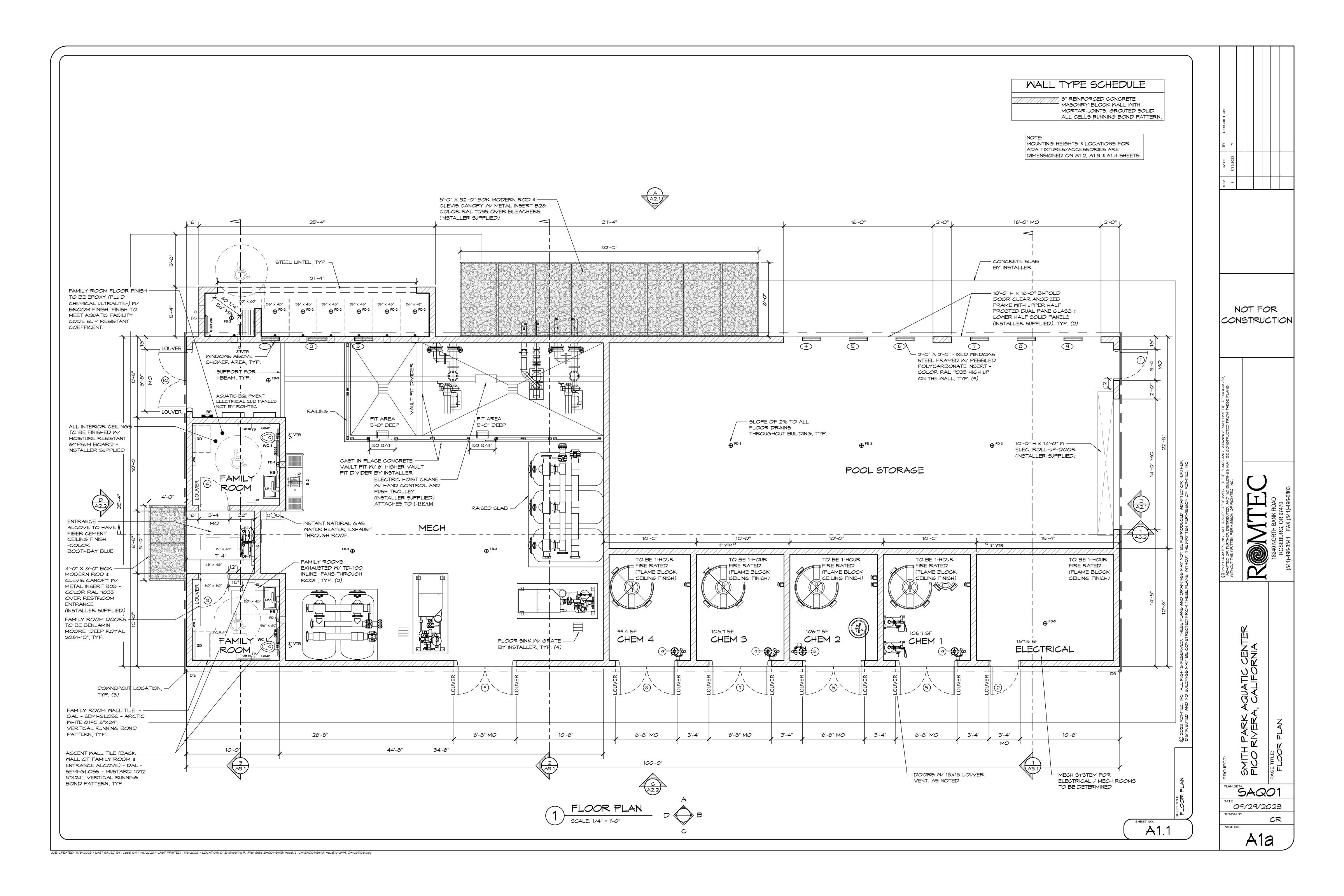
1. Site visits by Romtec staff are not included in the proposal.

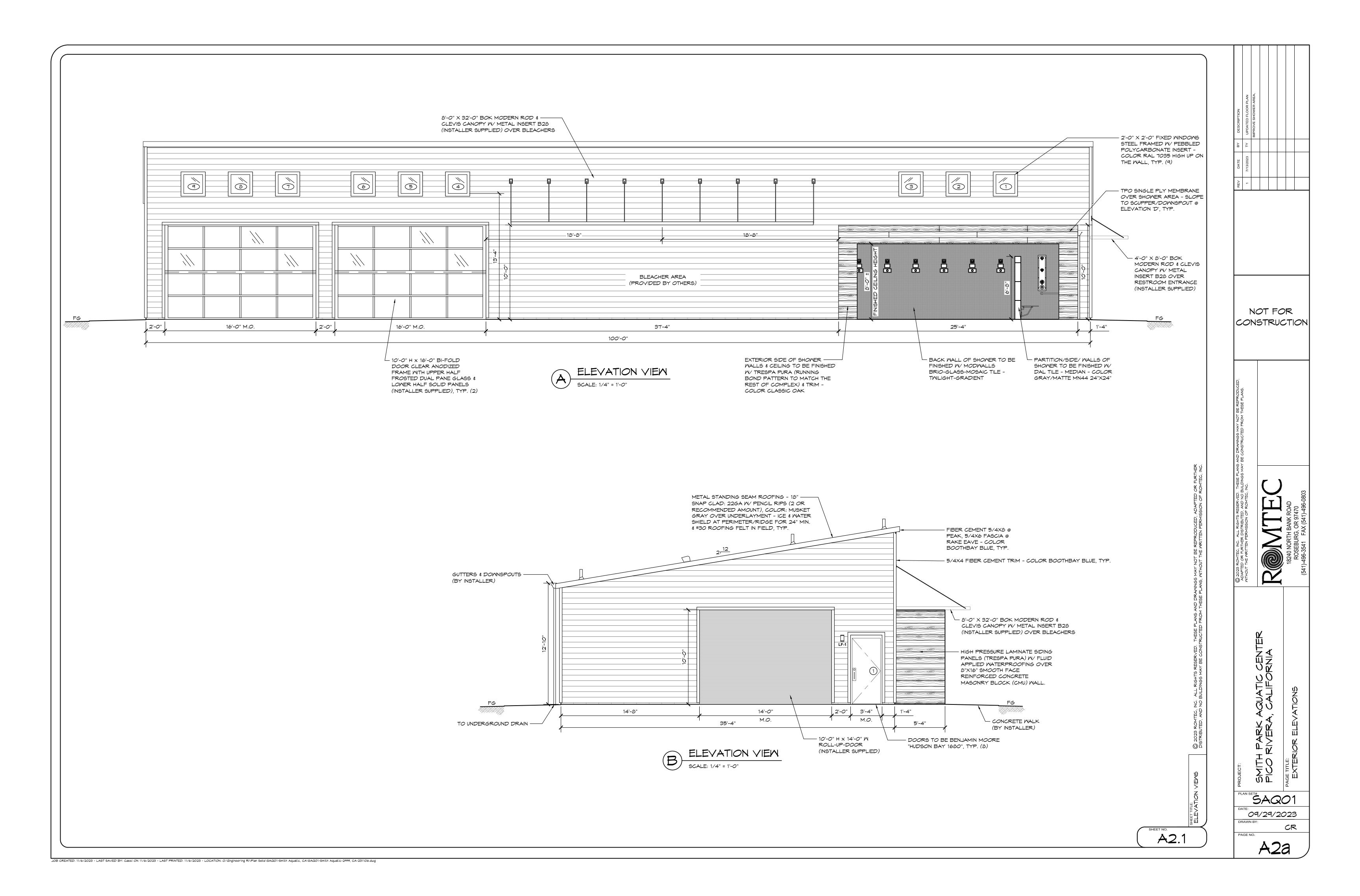
Note: If site visits are required, Romtec will issue a change order.

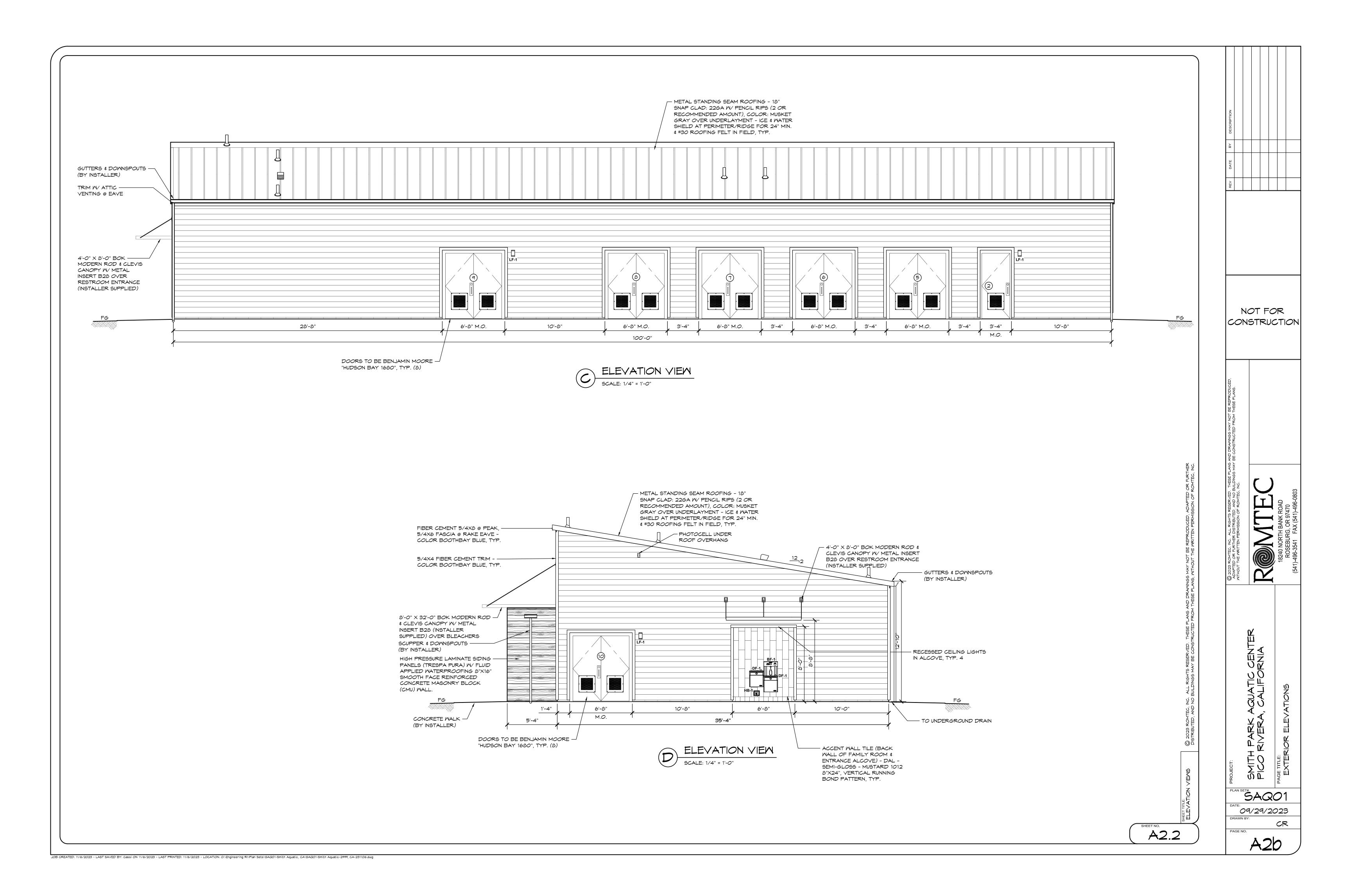
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.

- Romtec's proposed building design is based on the following standard design loads. These
 standard design loads are typical for many locations. Local design loads specific to this project
 may require changes to the building design, which may result in a price increase due to increased
 material costs.
 - a. Roof Snow Load: 25 psf
 - b. IBC Seismic Design Category: Cc. Design Wind Speed: 110 mphd. Allowable Soil Bearing: 1500 psf
 - e. Occupancy Type: U
 - f. Type: VB
- 4. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's assumption of the appropriate sizing. Site utility sizing must be confirmed by the customer. Romtec is not responsible for determining or confirming site utility sizing.
- 5. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
- 6. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
- 7. Any CMU block plan(s) provided by Romtec are only accurate if Romtec supplies the CMU block.
- 8. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

<u>Note</u>: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.









18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date 11/14/2023

PROPOSAL/PO

#081721-RMT

Smith Park Aquatic Center

Customer: City of Pico Rivera Pamela Yugar 6767 Passons Blvd.

Pico Rivera, CA 90660



CA DIR# 1000002582

Quantity Building Proposal Description

Extended Price

Multipurpose Restroom/Shower/MaintenanceControl Building - "Design & \$ 575,974.03
Supply ONLY" per Preliminary Romtec Drawings and Scope of Supply & Services dated 11/14/2023

Sourcewell DISCOUNT: Available only to members of Sourcewell. 9.00%		\$ (51,837.67)
Estimated Freight/Packaging to:	Pico Rivera, CA	\$ 15,085.50

ROMTEC INC. PURCHASE ORDER TOTAL \$ 539,221.86

*Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.

*Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.

*Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

*This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Shipping prices are estimates only and are subject to change without notice.

*Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standad insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverge for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

*The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.

Customer/Owner Authorized Signature		Romtec Inc. Authorized Signature	Date
Customer/Owner Printed Name		Romtec Inc. Printed Name	
Customer/Owner Company			



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submital approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Unless otherwise stated herein, all goods are shipped F.O.B. Roseburg, Oregon, and the risk of loss or damage to the goods and risk of delays in transit passes to the Customer when the goods are duly delivered to the carrier in Roseburg, Oregon. ROMTEC has no control over arrival time of a shipment, and ROMTEC shall not be responsible for delays in shipments once the goods leave ROMTEC's plant. ROMTEC's required procedures for handling products are as follows:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

- 1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
- 2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
- 3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Legal Proceedings

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney feesand other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their cousel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.



Fax: 541/496-0803

CREDIT APPLICATION

Company/Contractor Information

Company	y Name:			Year Establishe	ed:	
Billing A	Address:	Street Addre	ess:			
City:		State: Zip	:T	elephone:		
Contact I Purchasii	Person(s): ng:	Telephone:	Email:			
Accounts	s Payable:	Telephone:	Email:			
Compan	y Structure					
•	atus that applies: Corporation, since	State of Incorporation	Sole Proprietorsh	nip Partners	hip	
	ible Parties, List all officers if corporation y for Sole Proprietors and partnerships.	., owner if sole proprietorship or ov	wners if partnership, us	se second sheet if ne	cessary. Social security	/ numbers are only
1.	Name:	Title:	SSN:		DOB:	
	Address:	City:		_ State:	Zip:	
2.	Name:	Title:	SSN:		DOB:	
	Address:	City:		_ State:	Zip:	
Previous	Address if at current address less than 2	years:				
Federal I	.D. No:	Duns N	lo:			
Banking	Information					
Bank:		Address:	City:	State:	Zip:	
Contact I	Person:	Telephone:	Fax:			
Lender l	Information					
Bank:		Address:	City:	State:	Zip:	
Contact I	Person:	Telephone:	Fax:			
Trade R	deferences					
1.	Vendor Name and Contact Person:		Telephone:		Fax:	
2.	Vendor Name and Contact Person:		Telephone:		Fax:	
3.	Vendor Name and Contact Person:		Telephone:		Fax:	
>	Have any of the owners or officers Are there any unsatisfied judgmen Has this company ever failed to fir	ts against the owners or officer		YES [] [] []	NO [] [] []	

Everything that I've stated in this application is true and correct. I understand that Romtec will retain this application whether or not it is approved. Romtec is authorized to check the credit of the officers or owners and business listed on this application and to verify banking information. All information will be kept confidential.

Credit will only be granted from job to job, a new application will need to be filled out completely for each new job. This credit application is good for one year from the date of issue on the job it was applied for and will need to be filled out again after it has expired if I want to retain my credit status. I understand that Romtec does not accept partial payments, any offsets and/or retainage relative to the **Stated** payment milestones. Deviation from agreed upon terms will void credit/payment terms granted, and any remaining goods or services not yet delivered will be subject to prepayment terms whereby payment in full is due 10 days prior to delivery.

Upon signing Romtec Notice to Proceed, granting Romtec the ability to produce goods, I am confirming that my Customer and the Owner of the project will accept delivery of the goods when Romtec is ready to ship. At the time Romtec delivers its goods, or is ready to deliver (deliverability), I agree to submit a timely and accurate invoice to my Customer and verify that my Customer has in turn submitted a timely and accurate invoice to the Owner (if applicable) to ensure timely payment. Note: Deliverability is the date that Romtec completes the production of the restroom building kit package and is ready to deliver the goods, and delivery and Romtec's ability to invoice will not be delayed due to project/job site delays.

Signed	Date	
Signed	Date	
For (Contractor Company Name)		



Phone: 541/496-3541 Fax: 541/496-0803

PRELIMINARY INFORMATION

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible. Some info may be inapplicable. For example, if Romtec's customer and the overall Project Owner are the same entity, feel free to respond "same as above" in the Project Owner field. Similarly, if Romtec's customer and the Project Prime Contractor are the same entity, feel free to write "same as above" in the Project Prime Contractor field. If the project is not bonded, please write "No bond" in the Project Bond Information field.

Customer/Contractor Informati	ion				
Company Name:				Year Establishe	d:
Billing Address:	S	treet Address:			
City:	State:	Zip:	Τϵ	elephone:	
Accounts Payable:	Telephone:		Email:		
Project Information					
Job:	Governm	nent Agency:			
Agency Contract Officer:	Telephone:				
Job Contact:	Telephone:				
Job Site Address:					
City:	State:	Zip:	Telep	phone:	
Project Prime Contractor					
Company Name:				Year Establishe	d:
Billing Address:	S	treet Address:			
City:	State:	Zip:	Te	elephone:	
Project Owner					
Company Name:				Year Establishe	d:
Billing Address:	s	treet Address:			
City:	State:	Zip:	Te	elephone:	
Project Bond Information					
Insurance Agency:	Address:		_City:	State:	Zip:
Agents Name:	Telephone:		Fax: _		
Bonding Company:	Address:		_ City:	State:	Zip:
Bond No:	Underwriter:	Teleph	one:	Fax:	

081721-RMT



Solicitation Number: RFP 081721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Romtec, Inc., 18240 North Bank Road, Roseburg, OR 97471 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Restroom and Shower Facility Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires October 15, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. 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 nonfederal 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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. 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 C.F.R. § 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 this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. 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 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Romtec, Inc.		
Docusigned by: Jeveny Solwartz COFD2A139D06489	By: Docusigned by: Existopler Lamar 9FAFCBOACF1B461		
Jeremy Schwartz	Kristopher Lamar		
Title: Chief Procurement Officer	Title: Contracts Administrator		
10/13/2021 1:31 PM CDT Date:	10/13/2021 1:07 PM CDT Date:		

Approved:

By: Chad Coauette

Title: Executive Director/CEO

10/13/2021 | 1:41 PM CDT

Date:

RFP 081721 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: Romtec, Inc.

Does your company conduct

business under any other name? If

yes, please state:

No

18240 North Bank Road

Address:

Roseburg, Oregon 97470

Contact: Kris Lamar

 Email:
 klamar@romtec.com

 Phone:
 541-496-3541 236

 HST#:
 95-3375642

Submission Details

 Created On:
 Friday July 02, 2021 08:21:01

 Submitted On:
 Tuesday August 10, 2021 15:48:28

Submitted By: Kris Lamar

Email: klamar@romtec.com

Transaction #: 1bdcb458-888d-428e-abc5-02a8fb20e627

Submitter's IP Address: 100.42.175.118

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Romtec, Inc.	ŧ
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Romtec has no subsidiary entities whose equipment, products, or services are included in the proposal.	ŧ
	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Romtec has no applicable assumed of DBA names other than Romtec, Inc.	ŧ
4	Proposer Physical Address:	18240 North Bank Road, Roseburg, OR 97471	e
5	Proposer website address (or addresses):	www.romtec.com; www.romtecutilities.com	ŧ
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road, Roseburg, OR 97471; klamar@romtec.com; 541.496.3541	e
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road, Roseburg, OR 97471; klamar@romtec.com; 541.496.3541	ŧ
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith, Construction Management, 18240 North Bank Road, Roseburg, OR 97471; dsmith@romtec.com; 541.496.3541 Ben Cooper, President, 18240 North Bank Road, Roseburg, OR 97471; bcooper@romtec.com; 541.496.3541	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Family owned and operated since 1979, Romtec Inc. found its start with the simple yet innovative polyethylene toilet riser that is still used in waterless "vault" restrooms nationwide today.
	products of services.	Over the years, Romtec grew as a supplier of both "campground" and urban parks and recreation structures. Romtec has supplies thousands of structures nationwide. We have relationships with federal, state, county, and municipal agencies across the country.
		Founded on strong engineering, combined with a passion for quality, each Romtec building speaks for itself. Our line of advanced products is constantly expanding with the development of new structures using the latest in building materials. Today, the Romtec product line includes restroom structures of all types and designs, concession buildings, pavilions, storm shelters, urban restrooms, and much more.
		Here at Romtec, each and every project is unique, and we make it our mission to create a finished product that make both Romtec and our customers proud. With years of experience, an emphasis on quality, and an exceptional team, Romtec will continue to design and construct beautiful and functional buildings and structures in all 50 states and continue to act as the leader in the restroom industry.
		It is the Mission of Romtec, Inc. to provide the highest quality parks & recreation and public utility buildings to public and private organizations in all 50 states. We believe that every American park and recreation site is a special resource and that our customers deserve the most attractive and durable buildings to meet their unique project needs.
		Romtec works with many unique customer requirements on every project. From ADA compliance to matching existing buildings, Romtec has the design expertise and the industry experience to meet many special requirements. Our goal is to work with our customers to provide the best site-built building or structure to meet their special needs.
		Romtec designs, manufactures, supplies, and constructs buildings and structures for all types of applications. We are architects, engineers, manufacturers, and contractors. Our process begins by designing a building that is particular to the needs of each customer. Then, Romtec provides the complete building plan sets and specifications for customer approval. Each project can then be sent out to bid or purchased directly. Finally, Romtec manufactures and supplies the complete building to be constructed by the contractor or by Romtec as a "turnkey" project.

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10	What are your company's expectations in the event of an award?	Romtec's expectations in the event of an award by Sourcewell is to grow our sales and business within existing entity sector that we typically currently service (Local, State, and Federal Government entities). Romtec has many customers from these entity sectors which wish to purchase Romtec's products through Sourcewell and are expectation is to be able to provide the purchasing options that these customers wish to utilize. Romtec also expects to grow our sales and provide quality products in entity sectors that we currently service less than government agencies (educational, non-profit organizations). We expect that Sourcewell's large customer base will allow us to grow our business within these entity types.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Romtec has included reviewed financials.	*
12	What is your US market share for the solutions that you are proposing?	Romtec's U.S market share is approximately 25% - 35%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Romtec's Canadian market share is 0%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Romtec has never been petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Romtec is best described as a manufacturer. Romtec's sales and service force are employees of Romtec and all business is conducted through our office in Roseburg, Oregon. Physical delivery of Romtec's products is contracted to 3rd party freight companies.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Romtec holds general contractor licenses in OR, CA, WA, AK, AZ, AR, CO, ID, MA, NV, NM, and UT. Romtec holds and can obtain, general contractor licenses in local municipalities as required for the installation of our structures. These licenses allow Romtec to complete all installation work associated with our structures. Romtec employees licensed engineers and architects in all 50 states, in order to provide engineer sealed plans and calculations for our structures. This includes all structural, mechanical, plumbing, and electrical design. Romtec also utilizes 3rd party engineers in order to provide stamped drawings for specialty projects such as DSA jobs in California, and 3rd party review to ensure FEMA standards compliance for storm shelters and safe rooms.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Romtec has no suspension or debarment information that has applied to our company in the past ten years, or ever.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	GSA-Recognized as an Exceptional Vendor, HUBZone Certified, SBA Small Business Certified.	*
19	What percentage of your sales are to the governmental sector in the past three years	95%	*
20	What percentage of your sales are to the education sector in the past three years	5%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	BuyBoard: 592-19 Sales Volume: approximately \$100K AEPA State Member Cooperatives: 019.5-B	
		Sales Volume: \$200K	*
		Keystone Purchasing Network: 201710-01B	
		Sales Volume: approximately \$50K	
		Purchasing Cooperative of America: OD-315-20	
22	List any GSA contracts or Standing Offers and Supply	Sales Volume: \$0 GSA Contract# 47QSWA20D0013 (awarded 2019 -current)	
	Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sales Volume: approximately \$100K	
	une past unee years?	CMAS Contract: 4-20-54-0011B	
		Sales Volume: approximately \$350K	
		New Mexico State Contract: 10-00000-20-0049	*
		Sales Volume: approximately \$75K	
		Ohio STS Contract: 800606	
		Sales Volume: approximately \$100K	
		PA CoStars: 014-096	
		Sales Volume: approximately \$75K	

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
East Bay Regional Park District	Ren Bates	510.544.2302	*
Tualatin Hills Park & Recreation District	Tim Bonnin	503.614.4003	*
City of Marysville	Adam Benton	360.363.8283	*
USDA Forest Service	Morai Helfen	971.284.1127	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
US Army Corp of Engineers	Government	Arkansas - AR	Design, build and install multiple restroom buildings	600000	741,174	*
Livermore Area Rec & Park	Government	California - CA	Design, build and install restroom building, includes demo	450700	450700	*
Muskingum Watershed Conservative Dist.	Government	Ohio - OH	Design, Build multiple restroom buildings	250000	1184133	*
USFS	Government	Oregon - OR	Design, Build multiple restroom buildings	75000	1490444	*
City of Alameda Parks	Government	California - CA	Design, build and install multiple restroom buildings	100000	1097171	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response*
25	Sales force.	Romtec employees 2 front end sales staff, and 1 post-sales staff. All sales staff are located in Roseburg, OR and are direct employees of Romtec.
		Travis Olson, Front-End Sales Engineer Travis has 20+ years of employment with Romtec (he is related to the Bogan family that owns the Romtec Companies) and over 10 years sales experience. Travis is also the primary holder of Romtec's General Contractors licenses.
		Cody Dooley, Front-End Sales Engineer Cody also has 20+ years sales experience, with 7 years experience at Romtec.
		Jeremiah Murphy, Post Sales Coordinator Jeremiah has been with Romtec now for approximately 6 months. His previous experience includes 17+ years in civil construction project management and stormwater infrastructure rehabilitation.
26	Dealer network or other distribution methods.	All business is conducted out of our offices in Roseburg, OR and Romtec does not have any dealer networks or other distribution networks.
27	Service force.	Romtec employees 3 project managers. Nannette Sibley is the lead project manager and has over 30 years experience at Romtec. David Smith is Romtec's construction project manager, with over 20 years in construction project management experience, and over 7 years experience at Romtec. These individuals, along with Romtec's President Ben Cooper, and Vice President Mark Sheldon, are fully capable of handling any customer service, warranty, and general service questions and concerns from customers inside, and outside of normal business hours.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the	a.) Upon contact with a potential customer, Romtec's Sales department will discuss options, project requirements and details, and provide budgetary estimates and sample drawings.
	respective roles of the Proposer and others.	b.) Upon customer's approval of the estimates, Romtec will produce an official quote and proposal for the customer's review, which will include project specific planview and elevation drawings, a scope of work letter, and quote.
		c.) Upon receipt of a purchase order, Romtec will produce the Scope of Supply and Design Submittal (SSDS), which will include the complete plans for the structure and product data sheets, within 14 business days typically.
		d.) The customer is then to distribute the SSDS to all project stakeholders, gather comments from stakeholders, and send the comments to Romtec.
		e.) Romtec then responds in writing to all the comments and provides any price changes for review and approval by the customer.
		f.) Romtec then revises the SSDS based on the Romtec comment responses and customer approved price changes and then resubmits for review. This process continues until there are no further comments.
		g.) Customer approves the design using the Approval form included in the SSDS, and releases Romtec to produce the sealed building plans. To approve the design, the customer must check, initial and sign where requested, and then email or mail the form to Romtec.
		h.) Romtec then produces the sealed building plans for review and approval by the appropriate building department.
		i.) After any comments and revisions of the sealed building plans, Romtec receives formal Notice to Proceed on Production from the customer (on a separate form).
		j.) Romtec begins production and sends projected delivery date to the customer (typical lead time is 8 weeks).
		k.) Romtec delivers the building package to the project site for installation by the customer's installer, or by Romtec's installation crew (details on Romtec installation are listed below).
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Sales inquiries are typically responded to by email, phone call, or both within 24 hours. Project related inquiries are typically responded to the same business day by project management staff. Revisions to plan sets are typically provided within 2 weeks of receiving comments and redlines. Romtec's construction staff is typically available in the office to answer any installation related questions during business hours, and also available by cell phone after hours. Romtec has strong vendor relationships with whom we complete hundreds of projects each year. Romtec's vendors are fully capable of meeting Romtec's service goals and promises.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Romtec's relies heavily on repeat business. Romtec's business model is centered around providing high quality products at a great value, performing exceptional installation services and design services, all while ensuring we can meet the customer's budget for a project. As such, Romtec will treat every sales lead from a Sourcewell participating entity with the upmost importance, as we want to convert every lead into a real project, and every customer into a repeat customer. During our 40+ years in business Romtec has gained the necessary expertise required to perform and sell our products to Sourcewell participating entities, and our staff is highly qualified, educated, and familiar with the necessary processes needed to achieve these objectives. As with other purchasing contracts Romtec has been awarded, we expect a potential award from Sourcewell to not only provide other purchasing options for our existing customer base that wish to utilize Sourcewell, but also to build new customer relationships with Sourcewell participating entities that are currently unfamiliar with what Romtec can offer. Further, Romtec are licensed engineers and architects in all 50 states and is fully capable and authorized to sell to any Sourcewell participating entity within the United States.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although Romtec has not entered the Canadian market currently, we hope that a potential award from Sourcewell will open the opportunity to serve Sourcewell participating entities in Canada. As with our US based customers, Romtec will treat every lead received from Canadian customers with the importance they deserve, and will work hard to build lasting relationships that generate repeat business.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Romtec can service all of the United States and Canada. Note: Romtec's plans will be notated in imperial units (inches, ft., etc.). Romtec cannot provide plans in metric units if required for Canadian projects.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Romtec is able to fully service all Sourcewell participating entity sectors (government, education, and not-for-profit). While Romtec's offices and operations are conducted solely through our offices in Roseburg, OR, Romtec services and has completed projects in all 50 states. Romtec is also able to service these entity sectors in Canada.	
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	FOB Port of Debarkation for cargo ships. In other words, for most projects outside of the continental US, our shipment scope ends at the Port.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Romtec Companies will promote this contract through all major social media platforms, email campaigns, direct mailing, and the Romtec Companies website. The Romtec Companies websites will link directly to the contract website. Romtec's Sourcewell Marketing plan had been uploaded with this bid response.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Romtec companies maintain our own websites on our own servers. The Romtec companies utilize all major social media platforms for marketing purposes and to promote the purchasing contracts we hold. Social media websites are updated on a weekly basis and marketing content for the Sourcewell contract will be updated on these sites on a monthly or bi-monthly basis.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In Romtec's view, Sourcewell's role is to provide member lists if available and appropriate, and Sourcewell to contact Romtec with any applicable or potentially applicable leads when/if they arise. Romtec anticipates that Sourcewell will promote Romtec's products as applicable at trade shows and other events as appropriate. The Romtec sales department will lead with the Sourcewell contract when inquiries are received internally here at Romtec. The Contract Administrator, Kris Lamar, will provide answers customer questions related to purchasing through Sourcewell, and when needed will reach out to our Sourcewell point of contact for clarifications. The Contract Administrator will establish continuing education with the Romtec sales team regarding the Sourcewell contract in order to promote the use of the contract as efficiently as possible.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Romtec's building accessories are available for purchase on our website. These items are available to anyone, including governmental and educational entities. The Romtec website is setup to receive orders directly and accepts payment via PayPal or credit card, and this is how customers utilize the e-procurement system. Due to the custom design nature of our building structures and the individual needs of our customers, these specific products are not available for e-procurement through Romtec's website, or any other e-procurement method.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Romtec can provide any necessary training that may be needed for the Sourcewell participating entities in order to operate any equipment within our structures at no cost. This service is optional, as most customers are familiar with the type of equipment within our structures, and typically have maintenance crews that can service the equipment without the need to engage Romtec. More typically, Romtec offer technical support to local installers during and after the installation process. This support is provided at now cost, and is available during and after normal business. Romtec's project management staff is highly trained in all aspects related to the installation of our structures and technical support issues are responded to and usually resolved within 24 hours. Again, this service is optional and there is no additional cost to the customer for this service, even if the installer is a 3rd party other than the Sourcewell participating entity.
40	Describe any technological advances that your proposed products or services offer.	Romtec strives to bring the latest technological advances to our product offering whenever possible. Romtec was founded by David Bogan in the late 1970's with the invention of the polyethylene toilet riser, and Sweet Smelling Technology (SST) in collaboration with the US Forest Service. The toilet riser, and SST systems are now the most common system utilized in waterless restrooms across the country and are also implemented by Romtec's competitors within the waterless restroom structure industry. More recently, Romtec has strived to make advances in urban restroom designs with our Sidewalk Restroom models. These structures include design features that discourage the vandalism that public restroom structures in urban settings are prone to experiencing. The sidewalk restroom is a steel enclosure with minimal features inside, and louver vents around both the top and bottom of the structure. All interior fixtures are stainless steel and specially designed louvers allow occupants to be seen from the knees down, providing law enforcement with the ability to observe the occupant while outside of the structure. In 2015 Romtec began designing restroom buildings that meet the Federal Management Agency (FEMA P-361) guidelines and the International Code Council consensus standards for storm shelters. This allows Romtec to design public restroom facilities that are not only aesthetically pleasing, but are also capable of providing shelter during tornados and other sever weather events. Romtec also design structures for areas prone to wildfires, utilizing fire treated logs, sprinkler systems, and heavy duty building materials that can withstand wildfires such as CMU block walls. Romtec has also designed many structures with many unique flood proofing features. Romtec designs structures to meet FEMA flood standards and are ideal in locations that encounter frequent flooding, such as buildings in low elevations or recessed areas. One recent project Romtec completed included flood barriers for a riverside application. The clos

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41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Romtec's "green" initiatives relate to the products that we can include in a structure based on the customer's requirements or request for a specific project. For example, Romtec recently completed a project for the City of Martinez, CA. at Cappy Ricks Park in which the city required several "green" building considerations, such as the SIP roofing panels and high-efficiency toilets that use just 1.28 gallons-per-flush. The Romtec Companies also provided several structures and lift stations for the North Reach Project in Laughlin, NV. The North Reach project was included in a Presidential initiative called America's Great Outdoors (AGO). According to the AGO website, President Obama's initiative was built on the premise that lasting conservation solutions should rise from the American people. The North Reach is one of the projects selected for Nevada. Romtec also completed a restroom for the City of Portland, OR at M. James Gleason Memorial Boat Ramp. Several aspects of the building design contributed to the projects LEED certification, including the use of SIP wall and roof panels, low flow urinals and toilets, motion sensor lighting, and a grid tie solar panel system.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, lifecycle design (cradle-to-cradle), or other green/sustainability factors.	Although Romtec's product offerings do not have any third party issued eco-labels, ratings, or certifications, many of the products that make up our structures do, and Romtec strives to provide eco-friendly options and products whenever possible. For example, Romtec offers SIP (structurally insulated panels) for roof structures and walls as an option, and these panels are often used in Romtec projects seeking LEED certification. Romtec often provides Mitsubishi HVAC systems with our structures which are ISO 14001 certified, and antigraffiti coatings by Rain Guard which are LAUSD – OESH approved. These are only a few examples of eco-friendly options and products that Romtec provides, and more examples can be provided upon request. Romtec also utilizes Energy Star and WaterSense labeled products whenever possible as these are the best sustainable option for using your resources efficiently. For example, today's standard toilets use 1.6 gallons of water per flush (GPF). Today's low-flow toilets, on the other hand, use 20% less water with only 1.3 GPF. On public restrooms, these savings add up significantly over the restroom's life-cycle. WaterSense labeled products are all tested and approved as efficient. Energy Star products offer similar levels of efficiency for electrical products, like lights, HVAC systems, and water heaters. Buildings that need hot water can choose from traditional hot water heaters in a range of tank sizes, but another option is a tankless water heater. These are very energy efficient because they do not maintain a constantly heated reservoir. Please note: Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Romtec does not supply materials with the intent of meeting LEED standards, and it is not Romtec's responsibility to determine if any materials meet LEED standards. Any changes due to LEED or	*
43	Describe any Women or Minority	Green building requirements will result in a change order and increased lead times. Romtec is Huzone and SBA 8(A) certified. Documentation has been uploaded with this bid.	
	Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.		*

What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

Romtec's ultimate goal is to provide high quality structures for our customer while also maintaining a great value for the customer as well.

Romtec offers our customers several ways to save money on every building model for restrooms, concessions, shower buildings, pavilions, and more. Romtec provides design expertise to develop buildings and structures that can meet common applications or very unique applications. This same expertise can be used to help our customers meet their budget. There are a lot of different ways that Romtec can help customers get great buildings with great prices. Here are some of the methods that we commonly use.

Romtec's Engineering department is constantly redesigning our complete offering of building models. We actively look at every building throughout the year to improve our designs, reduce the material costs, and develop options with lower pricing. This evaluation is done all the time to review the materials we use on our structures and find products that are of the same or better quality while reducing the costs. Then we create new standard designs and options based off the new materials.

This same process is also used to improve the costs of our building components. The Romtec Purchasing department works on every project to make sure that the faucets, hinges, hand dryers, partitions, mounting hardware, and so on each meet our customer's requirements and expectations. This also allows Romtec to constantly add lower priced options. The savings on these products are relatively small, but throughout an entire building, these price reductions can be substantial to a customer's budget.

Purchasing doesn't stop at the building components. Each model is constructed of materials that can be purchased nationally. Romtec typically ships each of our buildings or structures as a package, but the cost reduction of purchasing heavy building materials locally can substantially reduce shipping costs for Sourcewell entities. Over the years, Romtec has developed a growing list of national retailers for high-quality and reliable construction materials like concrete block. Then, we use the closest source to each project site to save our customers on shipping costs.

Romtec buildings are designed to meet the requirements of each project. These requirements can range from functionality aspects to budgetary considerations, and each project is unique in terms of what building design will work. One of the more common and often important requirements often put to Romtec buildings is achieving a specific theme or aesthetic. There are many reasons why a specific "look" is needed for a building, but it is not always easy to get an affordable building with the necessary aesthetic options. With Romtec, matching themes and architectural aesthetics is one of our most established skills.

Aesthetic architectural options can often go beyond simply finding the most appropriate building components. Themes and aesthetics also comprise building floorplans and structural requirements. This is another area where providing an in-house engineering department will help Sourcewell participating entities get the buildings they need. Romtec excels at providing custom building designs to meet special requirements. This will allow the Sourcewell entity to see what they are buying and to get it right before it is ever built.

Romtec is always working to improve our products to give our customers exactly what they want and expect, and with our potential award of a Sourcewell contract, Romtec hopes to offer our current and new customers another great purchasing avenue.

Romtec also maintains our own metal fabrication, wood shop, and paint booth. These facilities allow us to manufacturer many of the items contained within our building structures ourselves. For example, our wood shop is responsible for building our log pavilion structures. Raw logs are cut to size, notched, and built on our site prior to shipment to ensure proper fitment before the customer ever receives the package. Our paint booth allows us to paint items such as doors, door frames, brackets, and other common materials supplied with our building packages. Our metal shop fabricates all of the brackets, louvers, and other common steel items included with our building packages. This allows Romtec to have ultimate control on the way important parts of our structures fit together to insure the installer does not run into fitment issues. Romtec's metal shop is also responsible for the fabrication of our Sidewalk Restroom which is a pre-fabricated steel structure intended for urban settings.

All of these factors will save the Sourcewell participating entity time and money when purchasing Romtec's products

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Romtec's warranty coverage for building structure materials is 1 year and 6 months from the date that the building package has been delivered to the site. If Romtec is installing the materials, a warranty of 1 year from the date of final acceptance of the work shall apply to the installation work. Acceptance is defined as the date of the delivery of the building and all its associated components or the date that the building and all its associated components are ready to deliver whichever comes first. Please see the attached warranty and limitations document for further information.
	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Romtec's warranties do not impose usage restrictions or other limitations that adversely affect coverage.
	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. During the 1 year warranty period these expenses would be covered by Romtec, if applicable under Romtec's standard warranty and limitations.
	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Romtec can provide certified technicians to provide warranty repairs in all geographic regions of the United States 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?	These warranties issues are typically passed on to the original equipment manufacturer, Romtec will however facilitate the communication between the Sourcewell customer, and the equipment manufacturer during the warranty period of 1 year, or until the warranty issue has been resolved.
	What are your proposed exchange and return programs and policies?	The building packages that Romtec produces are custom tailored to the needs of every individual customer. Romtec does not have the ability to restock or resell the building packages once they have been produced. However, individual components of the building package may be returned or exchanged if they become damaged or are otherwise incompatible with the customer's needs, site conditions, etc
	Describe any service contract options for the items included in your proposal.	Romtec is not an ongoing service provider, and Romtec does not offer service contract options. Romtec can sometimes recommend local providers for ongoing service contracts depending on the project type and location.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response*	
	Describe any performance standards or guarantees that apply to your services	Romtec's performance standards are outlined in the attached terms and conditions, warranty and limitations documents, as well as the installation notes included in our uploaded pricing document.	*
		Romtec's service standards are outlined in the attached terms and conditions, warranty and limitations documents.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	I
		Romtec typically requires a 20% deposit at the time we receive Notice To Proceed with production of the building package, with the remaining 80% due NET 30 from delivery/deliverability.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Romtec does not offer leasing or financing options.	*
	propose to use in connection with an awarded contract (order forms, terms and conditions, service level	Romtec's proposal typically serves as our Purchase Order document, although we can review a customer purchase order document if needed. Romtec's proposal and quotes for Sourcewell members will include the Sourcewell logo and contract number and any additional information required by the contract. Romtec's standard terms and conditions/warranty and limitation documents have been uploaded with this bid.	*
	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	At this time, Romtec does no accept P-card payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Romtec's pricing model for this bid is line-item discounts, and the pricing materials have been uploaded with this bid.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Romtec is offering a 5% to Sourcewell participating entities from the Catalog Price.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Discount: Purchase of 2 building models will increase the basic discount to 6%. The purchase of 3 or more building models will increase the basic discount to 7%. Note: Volume discount is only applicable to the building models. Romtec offers no rebate programs.
61	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.	Depending on the project requirements, Romtec may include "open market' items for projects, but only at the customer's request. Romtec will provide a quote for such items and the quote will be subject to the customer's review and approval before such products are included with the contract or Purchase Order, and before Romtec purchases such items to be included with our building package(s).
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	If Romtec is not requested to include installation on a project, then installation of the Romtec building package is not included. Romtec will have no relationship with 3rd party installers other than providing technical support as it relates to the installation of the structure itself. If Romtec will be the installer on a project, Romtec will expect to have a level pad within 6" of the finish floor, and all utilities stubbed to within 10' of the building footprint. Any additional site work outside of the building footprint is not included in Romtec's installation pricing. Further details on installation are provided in the price list uploaded with this bid.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping to the customer's location is not included in the price list uploaded with this bid. Romtec will provided shipping quotes to the customer prior to receipt of any purchase order. Shipping quotes are valid for 30 days, and are subject to change without notice. Romtec utilizes 3rd party freight companies to provide delivery of Romtec products. Delivery typically occurs 48' flatbed trucks. Delivery will occur approximately 8-10 weeks from receipt of Notice to Proceed to begin production in accordance with Romtec's Submittal Approval and Notice to Proceed documents.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery to Canada will require a separate freight quote for taxes/duties/fees/etc. Freight to Alaska and Hawaii will require barge services. Romtec will coordinate and can provide applicable quotes for these shipping services. FOB Port of Debarkation for cargo ships. In other words, for most projects outside of the continental US, our shipment scope ends at the Port.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Romtec is often able to source common building materials that are included with our building packages locally, such as concrete masonry block and truss roof systems. This allows Romtec to substantially reduce freight costs from our facilities here in Roseburg, OR and pass these savings on to the customer.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Romtec's Contract Administrator, Kris Lamar, will be responsible for ensuring compliance with the Sourcewell contract. This will include reviewing all Sales Department quotes for proper pricing, prior to sending to customers, ensuring that all sales are reported, and ensuring Romtec remits the proper administrative fee to Sourcewell. Kris Lamar is soley responsible for submitting, and reviewing all contract related materials for compliance for all of the contracts which Romtec currently holds, and similar or identical process will be in place to ensure compliance with the Sourcewell contract.	*
	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Romtec will track all leads received from Sourcewell and/or it's customers within our internal CRM system. With this system, Romtec is able to associate leads, projects, purchase orders, invoices, etc. with a particular contract in order to track our success. This allows us a on-going "snap shot" that is easily accessible in order to track and measure success. In addition, Romtec maintains excel spreadsheets for quarterly reports which will include the necessary information to measure Romtec's success with the Sourcewell contract.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 the RFP and template Contract for additional details.)	Romtec proposes a 2% administrative fee to be paid to Sourcewell. The fee will be calculated as a percentage of Romtec's sales on a quarterly basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Itom	Question	Response *
Item	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Waterless Restrooms Romtec offers three styles of waterless restrooms. There is the Original, the Traditional, and the Aspen. The Original was Romtec's very first product. It is a single user facility prefabricated out of light and durable polyethylene and delivered on-site ready for installation. The Traditional styles are available with one or two single-user restrooms. Also prefabricated out of polyethylene, the Traditional facilities include options for siding packages, pitched gable roofs, porches, privacy walls, and more. The Aspen buildings are pre-engineered and built on-site out of CMU block. They are available with one to six private restrooms. The Aspen buildings include the entire array of Romtec design options from siding packages to skylights and more. All of the SST® waterless restrooms come with 750-gallon, polyethylene vaults in the standard configuration: one per toilet riser. The vaults are also available made of precast concrete and can have 1000-gallon holding capacity with either material. The larger vaults can handle approximately 15,000 uses before they need to be pumped and cleaned. Romtec named its waterless toilets the SST® facilities because they are designed with Romtec's own Sweet Smelling Technology. The SST® design utilizes natural air pressure and prevailing winds to vent odors through the vent stack and away from the building to create a more comfortable atmosphere. A vent screen option is also available to protect wildlife from becoming trapped in the vent. Sierra Models (Conventional Restrooms, Restroom-Concessions, and Restroom-Showers) Romtec Sierra Model Restrooms, Restroom-Concessions, and Restroom-Showers Romtec's Sierra Restroom Models provide public facilities that range from simple, one-room structures to large multi-user buildings with storage space. Romtec's Sierra Restroom-Concession Models are diverse structures that make great additions to any recreation facility. The building can be configured with a ticket window, food preparation space, office space, ext
		Consultation and Design Services

SOURCEWELL customers at \$2,500, \$7,500 and \$10,500. These fees are designated as \$2,500 for SST Aspens, and \$7,500 for all Sierra, Pavilion, and Utility Buildings. The \$10,500 is reserved for jobs in California that require multiple stampings and additional requirements (e.g. panel schedules, energy calcs). The fees vary due to the design scope of each building. The standard buildings are considered "right off the shelf" and come with a set of construction drawings and specifications detailing what Romtec provides with their building package, what an installer typically provides for the installation of the building, or what the customer prefers to supply itself. SOURCEWELL purchasers simply issue a Purchase Order and the construction documents, specifications, and other documents are included in the cost of the building package.

Installation Services

Installation and Site Preparation Services for Pre-Engineered/ Prefabricated Buildings and Structures

Romtec's principal contact for all projects is the Romtec Construction Management Department. All communication on the project shall go through the Romtec office. Romtec contacts include:

Construction Management: David Smith Accounting: Eric Harvey Shipping/Dispatch: Nannette Sibley Romtec, Inc., Construction Management Dept. 18240 North Bank Road, Roseburg, OR 97470 541-496-3541 Fax: 541-496-0803 E-mail: dsmith@romtec.com

ROMTEC EMPLOYEES AND TRADE SUBCONTRACTORS

Romtec shall be responsible for its employees and any other Trade Subcontractors (i.e., plumbing, electrical) working on the project. The work of all persons employed by Romtec and Trade Subcontractors shall be the responsibility of Romtec. Adherence to federal, state and local employment and safety laws by all such persons is Romtec's responsibility.

ROMTEC SCHEDULES AND SCOPE OF WORK

The agreement between Romtec and our SOURCEWELL customers is contained in the Romtec Final Plans and Materials Specification; the Purchase Order; and the SOURCEWELL Contract. Any other agreements, documents, or requirements will be negotiated on a case-by-case basis.

SITE INSPECTION

Romtec shall be responsible for knowing the conditions at the construction site. Owner can provide information about the site, but first-hand inspection of the site by Romtec and Trade Subcontractor(s) is highly recommended.

WORK SCHEDULE

Romtec will specify days of the week to be worked (i.e., Monday through Friday, etc.). This will comply will all federal regulation as well as local or job specific requirements. Any request to work on weekends or holidays will be requested in writing through the customer.

CONSTRUCTION INSPECTIONS

At the time of issuance of the building permit, Romtec shall receive from Building Department the list of required building inspections. Romtec shall notify Building Department 48 hours before anticipated inspections, or as required. At each inspection, Romtec shall receive written approval of the work completed. If any part of the inspected work does not pass inspection, Romtec shall receive written explanation of what part(s) of the work is/are deficient and specific written instructions on what is required to correct the deficiency.

CONSTRUCTION TO CONFORM TO PLANS, SPECIFICATIONS, SCOPE OF WORK

The Romtec Final Sealed Plans, Materials Specification and the SOURCEWELL Contract are the governing documents for the project. Construction of the building shall conform to the governing documents. Any changes or deviations from these documents must be submitted to Romtec in writing from the governing representative or project manager. If this entails additional charges a Change Order will be generated for approval by both parties.

BUILDING CODES COMPLIANCE

The design of the building and manufacture of all its components comply with national, state and local building codes. Romtec has submitted the plans and specifications to the customer in charge of the project and has received approval to construct the building as drawn and specified. Romtec and our Trade Subcontractors shall construct the building according to the Romtec Final Plans and Materials Specification. If any part of the plans and specifications do not meet applicable building codes, the customer shall notify Romtec immediately. All inquiries related to code compliance shall be directed to Romtec.

CHANGE ORDERS

The customer must specify any change order in writing to Romtec. If such a change order is agreed to between the Agency and Romtec, Romtec will provide a written change order and specification change to the customer for approval. Only Romtec

can communicate change orders to Trade Subcontractors.

TRADE SUBCONTRACTOR-SUPPLIED MATERIALS

Trade Subcontractors are responsible for supplying any items required by building codes, which are not supplied by Romtec, unless these items are expressly stated as supplied by Others.

ITEMS SUPPLIED BY OTHERS

Materials to be supplied by others (i.e., Customer, Owner, utility company, etc.) are listed in the Materials Specification as "Supplied by Others." Trade Subcontractors may be required to install such materials.

ITEMS NOT SUPPLIED BY ROMTEC OR TRADE SUBCONTRACTORS

Materials excluded from supply by both Romtec and Trade Subcontractors are listed in the Materials Specification as "items not supplied by Romtec or Installer." For example, neither Romtec nor their Trade Subcontractors shall supply a sidewalk around the building perimeter, unless the supply of such a sidewalk is expressly stated in the Plans and Materials Specification. Any description of such materials is for the future use by Owner after the installation of the building is completed. Note: The Exterior Concrete Pad Within Building Footprint is supplied by Installer and is listed as such in the Materials Specification. This is the concrete pad located between the building's privacy walls at the restroom entries. See plans and specifications for details.

LANDSCAPING NOT SUPPLIED

Landscaping materials and labor are not included in the project. Such materials and labor shall not be supplied by Romtec or Trade Subcontractors.

TEMPORARY EROSION CONTROL

Romtec shall supply temporary erosion control, suitable to conditions at the construction site.

TEMPORARY CONSTRUCTION FENCE

Romtec shall erect a temporary fence around the construction site and shall maintain the fence for the duration of the project. Romtec and Trade Subcontractors shall limit access within the fenced area to only those persons authorized to be present there.

TEMPORARY TOILET FACILITY

Romtec shall supply and maintain a temporary portable toilet at the construction site for the duration of the project.

TEMPORARY ELECTRICAL POWER TO CONSTRUCTION SITE

Romtec shall be responsible for supplying electrical power to the site by whatever means necessary for construction purposes if electrical power is not available at the construction site.

TEMPORARY WATER TO CONSTRUCTION SITE

Romtec shall be responsible for supplying water to the site by whatever means necessary for construction purposes if water is not already available to the construction site.

SITE PLAN, BUILDING LOCATION, ORIENTATION, FINISH FLOOR ELEVATION

The Project Manager or authorized representative of the customer shall supply a detailed site plan to Romtec. This should include accurate identification and marking of the building location, orientation and finish floor elevation. Romtec shall verify with Owner or Owner's representative, the building location, building orientation and finish floor elevation before beginning construction.

Note: The term, "Plan North" is for identification on the plans only. Actual site orientation of the building may be different from that that shown on the plans.

UTILITY LOCATES, SITE EXCAVATION & PREPARATION FOR CONSTRUCTION

Romtec is responsible for ordering the location and marking of all underground and overhead utilities and other services on and adjacent to the site prior to beginning excavation. Romtec shall maintain such marks throughout the project.

If utilities and other services conflict with the building construction site, Romtec shall contact the authorized Agency Representative immediately. Spoils from site excavation shall be dealt with as directed by the customer.

DELIVERY & OFF-LOADING OF BUILDING AT SITE

Romtec shall coordinate delivery of building materials with the Customer. Romtec shall unload trucks delivering building materials shipped by Romtec and other suppliers. A forklift with fork extensions and capable of handling 8000 lbs. is the minimum requirement. Romtec's contractor personnel on site shall inspect delivered materials at the time of delivery and report, in writing, any damage or shortages to the home office and the delivery company.

TEMPORARY STORAGE OF BUILDING MATERIALS

Bid Number: RFP 081721

Romtec shall store building materials in a secure and safe manner throughout the project. If the fenced construction site does not provide adequate security, Romtec shall provide additional secure storage, either on or off site.

FINISHED GRADE & DRAINAGE OUTSIDE BUILDING

Romtec shall be responsible for ensuring that the finished grade outside the building slopes away from the building, for a minimum width of five feet, to provide adequate drainage away from the building and foundation.

Gutters and downspouts are not included with the building. No special surface water drains are included in the project.

CONSTRUCTION BEYOND BUILDING FOOTPRINT

Except as included in the Plans, Materials Specification, or as negotiated and priced outside the SOURCEWELL schedule with the Customer, no construction beyond the building footprint shall be construed to be part of the project. The building footprint is defined as the area covered by the building and to a distance five feet out from the building's foundation.

UTILITIES TO FINISHED BUILDING

The Customer is responsible for supplying utilities (electric, water, sewer/septic) to within five feet of building. Romtec makes no claims as to the suitability of such utilities for use with the restroom building to be supplied.

Electric: Unless specified otherwise in the Romtec Final Sealed Plans and Materials Specification, the Customer and electric utility are responsible for supplying underground electrical service to the building. If an electrical meter is required at the building, the meter shall be supplied and installed by the electric utility company. Power lines to the electrical meter shall be supplied and installed by the electric utility company.

Water: Unless specified otherwise in the Romtec Final Sealed Plans and Materials Specification, the Customer and water utility are responsible for supplying a water line within ten feet of the building foundation. Romtec shall connect the building's main water pipe to this water line.

The Customer and water utility are responsible for supplying adequate water pressure to the building. Romtec's minimum requirement is 50-psi pressure in a 1.5" diameter pipe with adequate volume to operate the plumbing fixtures as specified by the fixture manufacturers. Romtec shall confirm that the existing water source provides at least the minimum required water pressure and volume. Romtec shall supply and install a water shut-off valve and drain to be located approximately five feet from the building foundation. The valve and drain shall be accessible and located within a utility box to be supplied by Romtec.

Sewer/Septic System: Unless specified otherwise in the Romtec Final Sealed Plans and Materials Specification, Owner and sewer utility are responsible for supplying a sewer or septic tank drain line within ten feet of the building foundation. Romtec is responsible for connecting the building's main drainpipe to this sewer or septic tank drain line. If required by state and local plumbing codes, Romtec shall supply and install a sewer backflow check valve to be located approximately five feet from the building foundation. The backflow check valve shall be accessible and located within a utility box to be supplied by Romtec.

71 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Single Waterless Restrooms Double Waterless Restrooms Three Room Waterless Restrooms Sidewalk Restrooms One Room Plumbed Restrooms Two Room Plumbed Restrooms Four (or more) Room Plumbed Restrooms Multi-User Plumbed Restrooms Restrooms with Concessions Shower Buildings with Restrooms Equipment and Control Buildings Log Pavilion Packages Wood Pavilion Packages Steel Pavilion Packages Steel Shelter Packages Accessories **Building Options** Pumping Systems Shipping

Consultation and Design Services

Installation

Bid Number: RFP 081721

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Flush, waterless (vault), or compostable toilets and restrooms	© Yes ○ No	Yes. Romtec designs, manufactures, and installs both plumbed and waterless restroom facilities in various configurations (i.e. single-user, double-user, multi-user) as well as various construction methodology types (i.e. prefabricated and site-built). Note: Romtec does not provide compostable toilets.	*
73	Showers and changing rooms	G Yes	Yes. Romtec designs, manufactures, and installs both shower and changing room facilities. Although changing room facilities are not specifically listed on our price list or website, Romtec's utility building structures are designed for multiple applications and can be utilized as standalone changing room facilities. Like wise, all of Romtec's standard building models can be designed for a specific customer's needs (i.e. a double user restroom structure can be designed as a single user restroom/single user changing room, or double user shower only structure).	*
	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	© Yes C No	Yes. Romtec designs, manufactures, and installs combination restroom, shower, changing room, ancillary and accessory structures and facilities. In addition, Romtec specializes in combination restroom/concession, restroom/shower, restroom/storage, restroom/pavilion, restroom/tornado shelter, and much more.	*
	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 above.	© Yes ○ No	Yes. Romtec provides equipment, products, accessories, and supplies related to the solutions in lines 72-74 above. Romtec's building options are perhaps the best example of these. These options allow upgrades to the standard building packages, such as siding options, rosfing options, stainless steel plumbing fixtures, vandal resistant products such as lighting, solar kits, mechanical ventilation and other climate control options, and much more. Romtec also provides accessory options that can be purchased independent of our building packages such as waterless vault systems, solar vent fan kits, door kits, toilet paper dispensers and much more.	*
	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	© Yes ○ No	Yes. Romtec offers design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Romtec's sales staff will discuss installation with the Sourcewell entity during the initial inquiry phase. Subjects such as timelines and budget will be important factors in determining how the installation of Romtec's products will be achieved. If the best approach will be for Romtec to propose our installation services, Romtec's construction management team will then be engaged. Further conversations with the customer will ensue regarding timelines that will need to be adhered to in order to be able to schedule Romtec's crew to be on site for installation. Romtec's construction management team typically works backwards from the customer's desired completion date, and provides detailed deadlines that both Romtec and the customer will need to work towards together to achieve a successful installation by the completion date (these milestones can include things such as plan review, comments, response to comments, building department review, plan revisions, permitting, site work completion, etc.). Romtec's construction management team will then engage our installers for budgets and/or hard quotes for the work to be performed. Any revisions to the initial Romtec proposal may require requotes by our installers depending on the nature of the requested revisions.
		Once the customer has placed a purchase order for the work, and all of the steps above have been successfully completed, Romtec's installation crew will arrive on site at the same time the building package is to be delivered. Romtec's crew will be responsible for unloading of the building kit, and will then begin work on installing the building, starting from excavation of the footings and foundation all the way to handing over the keys and doing the final inspection with the owner.
		Romtec's specific installation process is described in detail in the attached pricing document as well.
		If it is determined during the initial sales inquiry phase that Romtec is will not be the installer of our building package, the process will remain relatively the same. However, the customer will be responsible for choosing an installer. This is typically done through public bid, in which the customer specifies that the installer will be responsible for the installation of the owner provided Romtec building kit of materials. Romtec will provide the necessary specifications and plans that the customer can include with their bid documents at no charge. There may also be cases where the customer utilizes their own maintenance to perform the installation, or a JOC contractor. In any case, Romtec will discuss completion dates and timelines for important milestones that need to take place in order for the project to be successful with the customer. Romtec will work with the customer in order to guide them and ensure that these milestones are met. The process will deviate once the Romtec building ships to the site. In this case, the installer will be responsible for unloading of the building package, and all necessary labor for the installation of the building kit. As stated previously, Romtec's construction management crew will be available at all times to answer any questions. Roughly 60% of Romtec building kits are installed by entities other than Romtec's crew, and in almost all cases the installer is fully capable of assembling the Romtec package. In very rare circumstances, Romtec's construction management team may be sent to the site to assist the installer if the installation is slow or there is some other unforeseen problem.
		With the potential award of a Sourcewell contract, Romtec's sales staff will always try to promote our installation services to Sourcewell participating entities, because we want them to have a one-stop-shop experience that will save them time and money in the long run, rather than having to spend the time and money to put the installation out to bid, or utilize some other method in order to have the installation performed.
78	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	Romtec can include many vandal resistant products in the design of the structures. Just a few examples are, anti-graffiti coatings that can be utilized on the CMU block walls, stainless steel prison grade restrooms fixtures can be included on the interior, and Romtec typically designs our structures to reduce exposed electrical conduit and exposed plumbing.
		Romtec can go much further to deter vandalism in particular vulnerable applications, such as urban settings. On a recent project for the City of Medford, OR, the primary consideration was security, as the City has a history of people breaking into their restrooms and destroying their doors in the process. To combat this, the City worked with Romtec to develop a door/gate design that is padlocked in the open position during the day and in the closed position at night for added security. Romtec was able to meet this design by custom fabricating the gate on our site, providing the City of Medford with a custom designed door and restroom from a singular manufacturer.
		The City also wanted to further deter vandals from breaking into the building by adding double gates over the gate door, creating two barriers for vandals to get through. In the event they do get through, a "security light" feature is initiated. This security light is tied to interior motion sensors to alert police officers patrolling the area to know when someone is inside the building after park hours. The gate/door design prevents standard access to the restroom doors.
		Romtec also developed the Sidewalk Restroom specifically for high-traffic urban applications. These structures are designed to be minimal and functional while removing access to most of the building's components. The interior of the sidewalk restroom is relatively unadorned and only includes a stainless steel toilet, steel toilet paper dispensers, and ADA grab bars for accessibility. Handwashing sinks are typically installed on the exterior of the building to encourage users to keep traffic flowing by spending as little time as needed in the building. Partial visibility from the outside to the interior floor allows police and security personnel to monitor the number of people and some activities inside the restroom. The open-air structure also allows sounds and smells associated with drug use or criminal activity to be observed outside the structures. When the building is unoccupied a green light illuminates the interior. When occupied, the light switches from green to blue. The Sidewalk Restroom is constructed with durable heavy gauge steel that will withstand heavy use and attempted vandalism. Anti-graffiti coatings can also be applied to protect these surfaces from paint and other markings. Though the design of the restroom limits many opportunities for vandalism, maintenance is still necessary and an aspect of providing good restroom facilities. Plumbing and other hardware fixtures are accessible to personnel in a locked utility closet at the back of the unit. When replacements are necessary, all components in the Sidewalk Restroom are non-proprietary and can easily be replaced at a local hardware store. The lack of surfaces in the restroom also make cleaning the unit much faster, and trench drains allow the interior to be hosed down for difficult to clean scenarios.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing Sourcewell Bid Romtec Commercial Pricelist 8-1-21.xlsx Monday August 09, 2021 13:04:16
 - Financial Strength and Stability Financials-Assurance Letter-Credit Report.pdf Tuesday August 10, 2021 15:44:14
 - Marketing Plan/Samples Sourcewell Marketing Plan.pdf Monday August 09, 2021 12:23:41
 - WMBE/MBE/SBE or Related Certificates HUBZone dn SBA Certification.pdf Tuesday August 10, 2021 15:44:24
 - Warranty Information Warranty and Limitations Information.pdf Monday August 09, 2021 12:24:19
 - Standard Transaction Document Samples Standard Terms and Conditions.pdf Monday August 09, 2021 12:24:11
 - <u>Upload Additional Document</u> Insurance Affirmative Action Project Photos.pdf Tuesday August 10, 2021 11:11:59

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristopher Lamar, Contracts Administrator, Romtec, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

€ Yes € No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

DocuSign Envelope ID: BE2B10CF-6CE5-4687-A014-FD7C0009878B

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_ Restroom_and_Shower_Facilities_RFP_081721 Thu August 5 2021 02:29 PM	M	2

Armando Quintero, Director

DEPARTMENT OF PARKS AND RECREATION P.O. Box 942896 • Sacramento, CA 94296-0001 (916) 653-7423

December 1, 2023

Pamela Yugar Director of Parks and Recreation City of Pico Rivera 6615 Passons Boulevard Pico Rivera, CA 90660

Re: LW-19-174, Smith Park Aquatic Center, \$6,000,000

Dear Pamela Yugar:

Congratulations! The Department of Parks and Recreation's Office of Grants and Local Services (OGALS) is pleased to inform you that the above grant has been selected for funding through the Land and Water Conservation Fund Program (LWCF).

We look forward to working with your agency to ensure successful completion of the project. OGALS will be in contact to schedule training on the post-selection federal requirements. Please keep in mind that the California Department of Parks and Recreation is recommending this project to the National Park Service (NPS), therefore funding is not guaranteed until all the federal requirements are completed, federal approval is granted by NPS, and a grant agreement is executed between your agency and the State. Therefore, project construction costs or acquisition costs are not eligible until NPS approves the application. Do not begin any phase of the project until you receive a start date from the State.

If you have questions, please contact LWCF Manager, Viktor Patiño, at Viktor.Patino@parks.ca.gov or (916) 825-5697.

The Department appreciates its partnership with local agencies to improve the health and wellness of communities by creating new outdoor recreational opportunities. Again, congratulations on this grant selection.

Sincerely,

Armando Quintero, Director California State Parks

cc: Project file





CITY COUNCIL

To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: APPROVE THE CIVICBUYS COOPERATIVE

PURCHASING PROGRAM PARTNERSHIP AGREEMENT WITH THE FOUNDATION FOR CALIFORNIA COMMUNITY

COLLEGES

Recommendation:

1. Authorize the City Manager to enter into a Partnership Agreement with The Foundation of Community Colleges of California (FCCC) in a form approved by the City Attorney.

Fiscal Impact:

Should this Partnership Agreement be approved, the City would realize revenue sharing from the marketing and promotion of the CivicBuys Program. While the total revenue is unknown at this time, staff will return to City Council with actual results once revenues are realized.

Background:

The Foundation of Community Colleges of California (FCCC) is a nonprofit organization dedicated to supporting California's community colleges in their mission to provide accessible, affordable, and high-quality education to residents across the state. The FCCC works collaboratively with community colleges, government agencies, businesses, and community organizations to enhance educational opportunities, workforce development initiatives and cooperative purchasing. One of the services offered by the FCCC that could benefit our City is its cooperative purchasing agreements. FCCC offers cooperative purchasing agreements that enable participating organizations to leverage collective purchasing power to secure competitive pricing on various goods and services. In addition to cost savings and efficiency gains, these agreements may present revenue-sharing opportunities for our organization.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
APPROVE THE CIVICBUYS COOPERATIVE PURCHASING PROGRAM
PARTNERSHIP AGREEMENT WITH THE FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES
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Discussion:

The FCCC facilitates cooperative purchasing agreements that allow participating educational institutions, government agencies, and nonprofit organizations to leverage collective purchasing power to secure competitive pricing on a wide range of goods and services. These agreements are designed to streamline the procurement process, reduce administrative burden, and generate cost savings for participants. In late 2023, the City was approached by FCCC with a proposal to enter into a partnership agreement with the goal of procuring goods and services under cooperative purchasing agreements referred to as "Eligible Master Agreements". These agreements are by and between the FCCC, the City and vendors, with pricing negotiated by FCCC. Under this structure, the City would be the lead agency holding these contracts, and any government agency in the state of California (excluding educational entities) would be offered this pricing.

Some of the benefits of cooperative purchasing with FCCC include:

Additional Revenue

By participating in cooperative purchasing agreements with revenue sharing components, our organization can earn additional income based on the collective purchasing volume of all participating agencies that choose to purchase items procured by FCCC through Eligible Master Agreements. This can provide a valuable source of revenue to support our operational budget or fund specific initiatives. Per the terms of the Partnership Agreement (Enclosure 1), Revenue Share amount due to Pico Rivera shall be 10% of the administrative fee received by the Foundation for procurements on Eligible Master Agreements through the CivicBuys program throughout the valid duration of the Partnership Agreement.

Cost Savings

By joining cooperative purchasing agreements facilitated by the FCCC, our organization can benefit from volume discounts and pre-negotiated pricing on a variety of products and services. This can result in significant cost savings compared to individual procurement efforts.

Efficiency

Participating in FCCC's cooperative purchasing agreements streamlines the procurement process by eliminating the need for separate bidding processes and negotiations with vendors. This allows our organization to save time and resources while still accessing quality goods and services.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
APPROVE THE CIVICBUYS COOPERATIVE PURCHASING PROGRAM
PARTNERSHIP AGREEMENT WITH THE FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES
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Access to Quality Suppliers

The FCCC has established partnerships with reputable suppliers and vendors, ensuring that participants have access to high-quality products and services from trusted providers.

Compliance

Cooperative purchasing agreements facilitated by the FCCC adhere to applicable procurement regulations and guidelines, ensuring that our organization remains compliant with legal requirements and procurement best practices.

Conclusion:

Cooperative purchasing agreements with the FCCC offer our organization an opportunity to realize cost savings, streamline procurement processes, and access quality goods and services from trusted suppliers. Staff believes that exploring this option further could benefit our organization and contribute to our overall efficiency and effectiveness. Revenue sharing abilities associated with cooperative purchasing agreements through the FCCC present our organization with an opportunity to earn additional income, offset procurement costs, and enhance financial flexibility. Exploring this aspect further could provide valuable financial benefits and support our organizational goal of fiscal sustainability.

Steve Carmona

SC:AG:smc

Enclosure: 1) CivicBuys Partnership Agreement



CIVICBUYS PARTNERSHIP AGREEMENT

This CivicBuys Partnership Agreement ("Partnership Agreement") is entered into this 13th day of February, 2024 ("Effective Date") by and between the Foundation for California Community Colleges ("Foundation"), a 501(c)(3) nonprofit organization, and the City of Pico Rivera ("Pico Rivera"), a California municipal corporation, for the purpose of extending products offered through CivicBuys to Pico Rivera.

WHEREAS, the Foundation developed, supports, and operates CivicBuys, a cooperative purchasing program intended to aggregate the purchasing power of public institutions, and wishes to extend CivicBuys Master Agreements products and services to Pico Rivera;

WHEREAS, Pico Rivera is a public agency that desires to obtain such products and/or services from Foundation agreements through the CivicBuys program and is authorized to enter into cooperative purchasing agreements pursuant to Pico Rivera Municipal Code Section 3.20.030;

WHERAS, Pico Rivera desires to be a strategic partner in marketing and promoting the CivicBuys program to cities and local government agencies in California, and shall receive Revenue Share for: the Partnership Agreement's Eligible Agencies' procurements on Eligible Master Agreements, as defined under Section 4, throughout the valid duration of this Partnership Agreement;

NOW, THEREFORE, in consideration of the payments to be made and the mutual covenants contained in this Partnership Agreement, the parties agree as follows:

- 1. **Term.** This Partnership Agreement shall commence on the Effective Date and the initial term of the Partnership Agreement shall be for one year. The Partnership Agreement shall be automatically renewed for successive one-year terms on each anniversary of the Effective Date of the Partnership Agreement unless either party provides the other party with written notice of non-renewal at least 30 days prior to the anniversary of the Effective Date or until terminated by either party pursuant to Section 2 below.
- 2. **Right to Terminate.** The Foundation and/or Pico Rivera has the right to terminate this Agreement for any reason, without penalty, at any time by providing the other party with written notice of the termination at least thirty (30) days in advance.
- 3. **Eligible Agencies.** This Partnership Agreement recognizes all cities and local government agencies, not to include any educational agencies, in the state of California as Eligible Agencies for the CivicBuys program. Pico Rivera shall receive Revenue Share for procurements by Eligible Agencies in California through the CivicBuys program. The Foundation, at its sole discretion and by written notice, may redefine Eligible Agencies, and shall take immediate effect, unless otherwise further revised by the Foundation, throughout the validity of this Partnership Agreement.
- 4. **Eligible Master Agreements.** This Partnership Agreement recognizes Eligible Master Agreements as Foundation master agreements available through the CivicBuys program from which Pico Rivera shall be eligible for Revenue Share. Upon execution of this Partnership Agreement, the Foundation's Master Agreements with CDW-G (Foundation contract #0000-

- 4442), KI (Foundation contract #0000-7792), KYA (Foundation contract #0000-3570), ODP Business Solutions (Foundation contracts #0000-4526 and #0000-4411), and SHI (Foundation contract #0000-6779) are the sole Eligible Master Agreements. Subsequent Eligible Master Agreements, master agreements wherein Pico Rivera provided and delivered Program Support, as defined under Section 6, towards its development and marketing, may be added to this Partnership Agreement upon mutual consent, by Addendum executed by both parties. Pico Rivera is eligible to receive Revenue Share for Eligible Master Agreement(s) immediately upon the execution date of the Addendum reflecting the inclusion of respective Eligible Master Agreement.
- 5. Revenue Share. The Foundation shall provide Revenue Share to Pico Rivera for procurements made by Eligible Agencies using the CivicBuys program, specifically through Eligible Agencies' utilization of Eligible Master Agreements. Revenue Share amount due to Pico Rivera shall be 10% of the administrative fee received by the Foundation for procurements on Eligible Master Agreements through the CivicBuys program throughout the valid duration of this Partnership Agreement. Revenue Share shall be disbursed on an annual basis, every September 15, throughout the valid duration of this Partnership Agreement, and upon receipt of applicable administrative fees due to the Foundation by any and all applicable supplier partners. The Foundation shall periodically review the Revenue Share stated in this Partnership Agreement. Changes to the Revenue Share shall not exceed 20% of the existing percentage within any fiscal year, and any changes must be given with 30 days' written notice and a written justification for why the change is warranted. If, within the 30 days prior to the proposed change taking effect, Pico Rivera is able to resolve the issues identified in the justification, no change shall be made.
- 6. **Program Support.** Pico Rivera's commitment under this Partnership Agreement is to advise and support the Foundation to expand the CivicBuys program through various marketing and promotion efforts by Pico Rivera to Eligible Agencies; and to provide subject-matter expertise to the Foundation in identifying additional contract needs and evaluating potential contract partners as the Foundation seeks to establish additional agreements to expand the Foundation's CivicBuys contract portfolio. Pico Rivera, a unique strategic partner for the CivicBuys program, and as a condition of receiving Revenue Share, commits to actively raising awareness of the CivicBuys program to all Eligible Agencies. The Foundation assists by providing promotional material such as applicable information, logos and flyers.
- 7. **Assignment.** Neither party may assign the Partnership Agreement without the prior written consent of the other party.
- 8. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE (1) YEAR OF THE TOTAL NET REVENUE SHARE PAID TO PICO RIVERA UNDER THE REVENUE SHARE MODEL PURSUANT TO SECTION

3 OF THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

- 9. **Indemnification.** The Foundation will indemnify, defend, and hold harmless Pico Rivera, its officers, agents, elected and appointed officials, and employees, from and against any and all demands, claims, fines, penalties, damages, losses, liabilities, judgments, costs and expenses (including attorney's fees and court costs) arising out of Foundation's, its agents or employees, negligent performance of the services set forth in this agreement. Pico Rivera will indemnify, defend, and hold harmless Foundation, its officers, agents, elected and appointed officials, and employees, from and against any and all demands, claims, fines, penalties, damages, losses, liabilities, judgments, costs, and expenses (including attorney's fees and court costs) ("Claims") arising out of Pico Rivera's, its agents or employees, negligent performance of the services set forth in this Agreement to the extent such Claims would be allowable under the California Tort Claims Act if brought against Pico Rivera directly.
- 10. **Compliance.** The Parties recognize that the California Public Contract Code permits public agencies to piggyback on agreements in accordance with applicable law, and local guidance may impose additional restrictions on related procurement processes. Pico Rivera, by piggybacking on the Foundation's agreements, acknowledges and agrees that it shall adhere to all applicable law and procurement standards. The Foundation shall not incur liability for Pico Rivera's failure to comply with local, state, or federal law and/or their own procurement policies or standards.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Partnership Agreement as of the Effective Date.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By:	By:
Name: Kevin Wutke	Name: Jorge J.C. Sales
Title: Senior Director	Title: VP of Program Development
Date:	Date:
THE CITY OF PICO RIVERA	
By:	
Name: Steve Carmona	
Title:_City Manager	
D. /	





To:

Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: ON-CALL PLAN CHECK ENGINEERING SERVICES -

AWARD PROFESSIONAL SERVICES AGREEMENTS

Recommendation:

1. Award a Professional Services Agreement, in a form approved by the City Attorney, for a term of five (5) years in the total amount not-to-exceed \$250,000 to NV5, Inc. to provide on-call plan check engineering services;

- 2. Award a Professional Services Agreement, in a form approved by the City Attorney, for a term of five (5) years in the total amount not-to-exceed \$250,000 to John L. Hunter and Associates to provide on-call plan check engineering services;
- 3. Award a Professional Services Agreement, in a form approved by the City Attorney, for a term of five (5) years in the total amount not-to-exceed \$125,000 to TKM Engineering to provide on-call plan check engineering services; and
- 4. Award a Professional Services Agreement, in a form approved by the City Attorney, for a term of five (5) years in the total amount not-to-exceed \$125,000 to TKE Engineering, Inc. to provide on-call plan check engineering services.

Fiscal Impact:

The contract amount for plan check services from each of the two (2) primary firms is \$50,000 per year over a period of five (5) years, for total contract amounts not-to-exceed \$250,000 each. The contract amount for each of the two (2) specialty firms is \$25,000 per year over a period of five (5) years, for total contract amounts not-to-exceed \$125,000 each. The Engineering Division will process Purchase Orders (PO) on an as-needed basis with the selected firms to provide the plan check services. Accounts for the PO's will be established based on the task order and funding source(s) associated with each private development or City capital project assigned to the consulting firm.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
ON-CALL PLAN CHECK ENGINEERING SERVICES – AWARD PROFESSIONAL
SERVICES AGREEMENTS
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Discussion:

The Public Works Department requires engineering assistance with review of new and ongoing private development projects within the Engineering Division. Due to current staffing levels, the Department does not currently have available resources to handle plan review-related requests involving commercial, industrial, and residential development projects. In order to provide readily available and qualified resources for development review, staff recommend the procurement of qualified consultants to provide on-call plan check engineering services. Future plans that will be reviewed by the selected consultant may include but are not limited to subdivision maps, parcel maps, legal descriptions, grading plans, utility plans, street improvement plans, traffic operations and storm water quality management plans. In addition, the selected consultants shall provide field inspection services of Low Impact Development (LID) systems constructed for private development projects. All services will be provided on an as-needed basis.

A Request for Proposals (RFP) for on-call plan check engineering services was posted on PlanetBids through the City's website on November 7, 2023. On December 12, 2023, the City received proposals from 18 firms in response to the RFP. A panel of three (3) staff members from the Public Works Department independently reviewed the proposals submitted by each firm and scored them based on the qualifications criteria prescribed in the RFP. A summary of the final ranking of each firm is presented on the following page.

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Ranking	Consulting Firm
1	NV5, Inc.
2	John L. Hunter & Associates
3	TKM Engineering
4	TKE Engineering, Inc.
5	Willdan
6	CSG Consultants
7	Charles Abbott and Associates
8	Interwest Consulting Group
9	Ladayu Consulting Group
10	FCG Consultants
11	Transtech
12	Bureau Veritas
13	Valued Engineering
14	Yao Engineering
15	UES
16	J Lee Engineering, Inc.
17	Project Partners
18	West & Associates Engineering

In order to maximize the City's flexibility, staff recommends awarding separate contracts to two (2) primary firms and two (2) specialty firms, to provide the necessary plan check engineering services. The recommended primary firms are NV5, Inc. and John L. Hunter and Associates and the specialty firms are TKM Engineering Inc. and TKE Engineering Inc. The specialty firms will be responsible, but not limited to, development traffic operation review and subdivision map reviews, respectfully, as needed.

The City reserves the right to assign projects to one or more of the consultants at its sole discretion based on project requirements, the requirements of the funding source

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024
ON-CALL PLAN CHECK ENGINEERING SERVICES – AWARD PROFESSIONAL
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for the project, as well as the availability and ability of each consultant. Selection of a firm does not necessarily guarantee the award of work of any specific contract value.

Conclusion:

Staff is recommending selection of four firms, NV5, Inc., John L. Hunter and Associates, Inc., TKM Engineering, and TKE Engineering, Inc., to provide on-call plan check engineering related services. The Professional Service Agreements are for a term of five (5) years each. The selected qualified firms will be available to provide services on an as-needed basis for plan check engineering services in the delivery of a variety of projects. These firms may be contacted during the term of the agreement to provide a fee proposal for individual task orders and in accordance with the procedural requirements of the funding source for each project. Staff recommends City Council to execute all agreements, in a form approved by the City Attorney.

Steve Carmona

SC:NN:KG:II

Enclosures: 1) Professional Services Agreement – NV5, Inc.

- 2) Professional Services Agreement John Hunter and Associates
- 3) Professional Services Agreement TKM Engineering, Inc.
- 4) Professional Services Agreement TKE Engineering, Inc.

AGREEMENT NO. _____ PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND NV5, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and NV5, Inc., ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

- 2.1 City has determined that it requires professional services from a consultant to provide on-call plan check services.
- 2.2 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. 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 performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in the Consultant's December 12, 2023 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's December 12, 2023 proposal to City attached hereto as Exhibit "B."
 - 3.3 "Commencement Date" : February 13, 2024
 - 3.4 "Expiration Date" : <u>June 30, 2029</u>

4. <u>TERM</u>

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), unless specifically approved in advance, in writing, by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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 Consultant.
- 6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City of Pico Rivera business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality

Professional Services Agreement **NV5**, **INC**. Page 3 of 19

of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date of this Agreement if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. David Niknfas, Project Manager, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made to Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

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- 12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.
- 12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.
- 12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

13. **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 and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

Professional Services Agreement **NV5**, **INC**. Page 5 of 19

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

- 15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify 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.
- 15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. 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.
- 15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 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.
- 15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives

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its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants 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 and expert witness fees and consultant fees.

15.6 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.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. <u>INSURANCE</u>

- 16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:
 - 16.1.1.1 Premises, operations, and mobile equipment
 - 16.1.1.2 Products and completed operations
 - 16.1.1.3 Broad form property damage (including completed operations)
 - 16.1.1.4 Explosion, collapse, and underground hazards
 - 16.1.1.5 Personal Injury
 - 16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

- 16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.

- 16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- 16.3 The policy or 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.
- 16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.
- 16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant 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.
- 16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Professional Services Agreement **NV5**, **INC**. Page 9 of 19

- 16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- 16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

- 17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.
- 17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. <u>RECORDS AND INSPECTIONS</u>

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three 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.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20.NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

Professional Services Agreement **NV5**, **INC**. Page 10 of 19

If to City:

Steve Carmona, City Manager City of Pico Rivera PO Box 1016 6615 Passons Blvd. Pico Rivera, California 90660-1016 If to Consultant:

Jeffery M. Cooper, Senior Vice President NV5, Inc. 163 Technology Drive, Suite 100 Irvine. CA 92618

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney 13181 Crossroads Parkway North Suite 400 - West Tower City of Industry, CA 91746

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

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Consultant 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 Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

- 25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.
- 25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.
- 25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has

Professional Services Agreement **NV5**, **INC**. Page 12 of 19

the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

- 26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
- 26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

- 27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.
- 27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to Professional Services Agreement **NV5**, **INC**. Page 13 of 19

judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

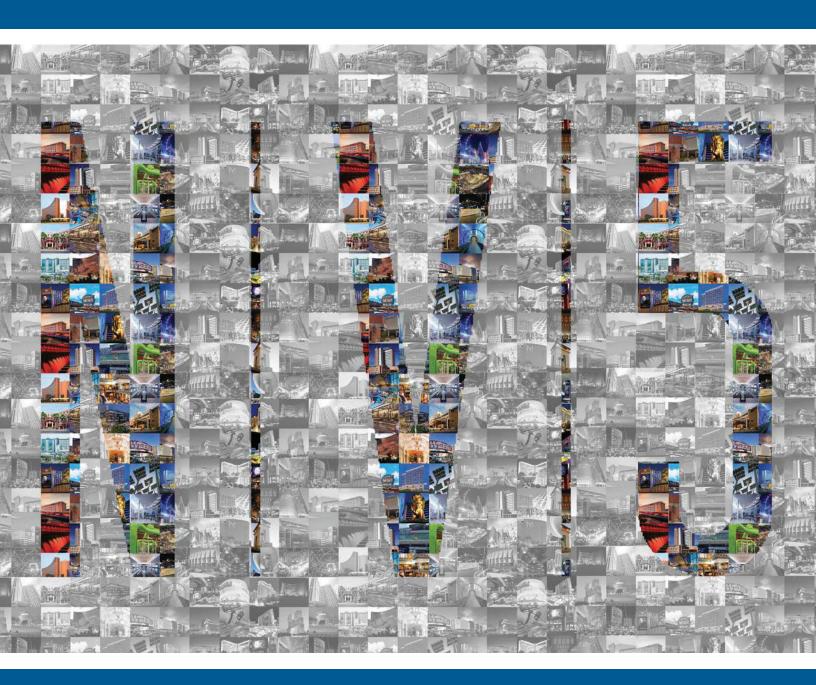
Professional Services Agreement **NV5**, **INC**. Page 14 of 19

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY" CITY OF PICO RIVERA	"CONSULTANT" NV5. INC.
Andrew C. Lara, Mayor	Jeffery M. Cooper, Senior Vice President
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:
Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney

Professional Services Agreement **NV5**, **INC**. Page 15 of 19

EXHIBIT A SCOPE OF SERVICES



NV5

PROPOSAL

Submitted by NV5, Inc. 163 Technology Drive, Suite 100, Irvine, CA 92618

City of Pico Rivera On-Call Plan Check Services

December 12, 2023

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CLIENT TESTIMONIAL

The NV5 staff is knowledgeable, courteous, and friendly, and they truly care about their projects and the services they provide. From Engineering Design to Inspection to Plan Check Services, the NV5 team can do it all, and we can always rely on them to deliver a quality product on-time and within budget.

> - Matthew Sinacori, Director of Public Works/City Engineer **City of Dana Point**

A. LETTER OF OFFER

PN: P27023-0007111.00

December 12, 2023

City of Pico Rivera

Attn: Noe Negrete, PE, Director of Public Works

6615 Passons Blvd.

Pico Rivera, CA 90670-3658

SUBJECT: On-Call Plan Check Services

Dear Mr. Negrete,

NV5, Inc. is excited to have the opportunity to provide On-Call Plan Check Services to the City of Pico Rivera (City). Our team has the technical knowledge and experience to deliver your projects in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Current Partnership: Our experience and relationship with the City give us the ability to continue providing professional consulting services for your projects. We operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding cost- and time-efficient services. Specifically, our team is currently providing On-Call Plan Check Services and On-Call Engineering Services to the City.

Relevant Experience: We have a proven track record of successfully providing On-Call Plan Check Services to municipalities throughout Southern California, most of which have been repeat clients. A sampling of similar projects begin on **page 5**.

Proposed Team: NV5 offers the City a team of dedicated professionals with proven capability and expertise. We are proposing **David Niknafs**, **PE**, as Project Manager. He has more than 30 years of experience in the public sector working on public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects. Mr. Niknafs and our Lead Plan Check Engineer, **Tamara O'Neal**, **PE**, have been managing our on-call services for the City.

Federal Tax ID: 94-2706173

Proposal Authorization and Validity: This proposal has been signed by Jeffrey M. Cooper, PE, a company officer authorized to bind the firm. This proposal will remain valid for a period of at least 90 days from the date of this submittal.

Statement: All information submitted with this proposal is true and correct.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at david.niknafs@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,

NV5

David Niknafs, PE

Director of Transportation/

Project Manager

Jeffrey M. Cooper, PE Senior Vice President (Authorized Signer) COMPANY INFORMATION/CONTACT

Name: NV5, Inc.

Address: 163 Technology Drive, Suite 100,

Irvine, CA 92618

Telephone Number: (949) 585-0477

Name, Title, Address, Telephone No. and Email of Contact: Jeffrey M. Cooper, PE, Senior Vice President, 163 Technology Drive, Suite 100, 949.585.0477,

jeff.cooper@nv5.com

Firm Profile

NV5, Inc., a California corporation, was founded in 1949 and has been providing engineering and consulting services to public and private sectors for more than 70 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad. including more than 15 offices in California, NV5 has access to over 4,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Our Irvine office has more than 100 employees and specializes in the engineering design, construction management and inspection of capital improvement projects, including streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, and landscaping and grading.

Chico Truckee Nevada City Santa Rosa Novato Sacramento San Rafael Walnut Creek San Jose Fresno Visalia **Bakersfield** Ventura Riverside **Palm Desert** Long Beach Irvine San Diego

Key Services

The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:



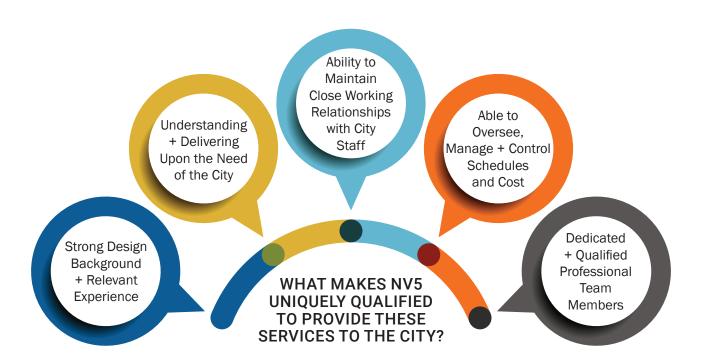
We maintain an extensive history of working with various local agencies. Throughout the course of completing myriad public works capital improvement projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers and contractors. We are excited about the opportunity to continue to serve the City and are committed to maintaining effective working relationships with your staff, relevant government agencies and project stakeholders.

Financial Condition, Strength and Stability of the Firm

NV5 is financially stable with a 74-year history of providing excellent professional engineering services. With a rapidly growing list of clients, we have experienced steady year-over-year growth, especially over the last several years. We continue to hire and maintain an increasing number of highly qualified professionals in order to meet the diverse needs of our valued clients. NV5's longevity and continued growth is a testament to our financial stability and the strength of our expanding professional capabilities. NV5 does not have any conditions for or against the firm that may impede its ability to provide on-call engineering and professional consulting services.

Current Staffing Capability, Availability and Workload

NV5 has assembled a team of high-level professionals who will be made available to the City upon request. Our access to a deep bench of more than 4,000 professionals provides us with the ability to assign staff member(s) with the most appropriate experience and licenses/certifications based on the project type, size and requirements while balancing workloads and meeting obligations without overloading any one engineer. We have a proven record of meeting schedules on similar projects and encourage the City to reach out to our references to confirm our successful track record.



Project Experience

NV5 has successfully provided plan check services to dozens of municipalities over the last several years. Listed below are contracts for which our team has provided similar services to those requested in this RFP.



On-Call Plan Checking Services

CITY OF PICO RIVERA | PICO RIVERA, CA

Reviews include subdivision maps, parcel maps, boundary adjustments and legal descriptions for conformance with local and state ordinances and laws; grading plans, including preliminary grading, mass grading, rough grading and precise grading plans; street improvement plans, including street widening, rehabilitation and new street plans; utility improvement plans; stormwater quality management plans; hydrology and hydraulic calculations and reports; engineer's cost estimate for the related items of work for bonding purposes; engineer's reports, including stormwater pollution prevention plans; erosion and sediment control plans; and geotechnical report review.

- ▶ DATES: 2019-CURRENT
- ▶ KEY PERSONNEL: TAMARA O'NEAL (PM), DAVID NIKNAFS, PADMA ASAM, THOMAS GRACE (PLAN CHECK)



On-Call Plan Check Services

CITY OF EL MONTE | EL MONTE, CA

NV5 is contracted with the City of El Monte to provide plan check/review services and staff support to oversee the construction of various CIP projects and wireless communications facilities. Reviews include grading, soils report reviews, sewer, water, and storm drain improvements, hydrology reports, SWPPPs, Low Impact Development, street improvement plans, parcel/tract maps, easements and lot line adjustments.

- ▶ DATES: 2022-CURRENT (PREVIOUS CONTRACT JUNE 2019-2022)
- ▶ KEY PERSONNEL: DAVID NIKNAFS (PM), STEVE NOVAK, ART BISCOCHO (PLAN CHECK)



Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

NV5 is contracted by the City of Compton to provide professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheets for BMPs tracking through the various stages of development). NV5 also performs various Traffic Engineering Services such as review and recommendation and/or approval for Traffic Impact Analyses for public/private projects, warrant studies for traffic signal and/or stop signs installations, and various other related tasks.

- ▶ DATES: 2022-CURRENT
- ▶ KEY PERSONNEL: DAVID NIKNAFS (PM), TAMARA O'NEAL, LUANNE BEAN, STEVE NOVAK, MATTHEW RONQUILLO, JAMES MILLER, GERALD TOM, J BRALEY (PLAN CHECK)



Grading, Hydrology, Hydraulic & WQMP Review

RIVERSIDE COUNTY DEPARTMENT OF TRANSPORTATION | RIVERSIDE, CA

NV5 is providing engineering development review services for a variety of projects ranging from single-family developments to supporting documents for FEMA map revision requests. NV5 has reviewed Hydraulic and Hydrologic Analysis, Water Quality Management Plans (WQMPs), HEC-RAS analysis and other documents as requested for conformance with project conditions of approval, federal state and local guidance documents, and compliance with County requirements.

- ▶ DATES: 2021-CURRENT
- ▶ KEY PERSONNEL: TAMARA O'NEAL (PM), PADMA ASAM, THOMAS GRACE, JENNIFER PETERSON (PLAN CHECK)



On-Call Plan Check, Inspection and Stormwater Management Services CITY OF BEAUMONT, CA

Our team is providing plan check and inspection services for the City of Beaumont on an as-needed basis. Services include subdivision and parcel map review, grading, public and private street and utility improvements, storm drain, sewer, erosion control, geotechnical, hydrology/hydraulic, structural, water quality/NPDES, and landscape reviews.

- ► DATES: OCTOBER 2023-CURRENT (PREVIOUS CONTRACTS 2018-2023; FEBRUARY 2016-2018)
- ▶ KEY PERSONNEL: TAMARA O'NEAL (PM), PADMA ASAM, THOMAS GRACE, JENNIFER PETERSON (PLAN CHECK)



On-Call Civil & Water Quality Management Plan Check Services (Civil) COUNTY OF SAN BERNARDINO | SAN BERNARDINO COUNTY, CA

NV5 is providing engineering development review services for a variety of projects ranging from single-family development to large, multi-phase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviews Hydraulic and Hydrologic Analysis, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans for conformance with project conditions of approval and compliance with County requirements.

- ▶ DATES: 2020-CURRENT
- ► KEY PERSONNEL: TAMARA O'NEAL (PM), DAVID NIKNAFS, PADMA ASAM, STEVE NOVAK, THOMAS GRACE, JENNIFER PETERSON, NONA ESPINOSA, SCOTT LYLE, ARSANIOUS HANNA, (PLAN CHECK)



Plan Check Services

CITY OF DESERT HOT SPRINGS I DESERT HOT SPRINGS, CA

NV5 is currently providing the City with on-call plan check services for the review of public and private development projects. Services include the review of grading and improvement plans, hydrology and hydraulic reports, geotechnical reports, water quality treatment and erosion control, title documents and review against project conditions of approval for residential, commercial and industrial development applications.

- ▶ DATES: APRIL 2022-CURRENT
- ▶ KEY PERSONNEL: TAMARA O'NEAL (PM), JENNIFER PETERSON, PADMA ASAM, THOMAS GRACE, STEVE NOVAK, NONA ESPINOSA (PLAN CHECK)



On-Call Plan Check Services

CITY OF SEAL BEACH | SEAL BEACH, CA

NV5 is providing as-needed plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

- ▶ DATES: 2022-CURRENT
- ▶ KEY PERSONNEL: DAVID NIKNAFS (PM), STEVE NOVAK, TAMARA O'NEAL, PADMA ASAM, J BRALEY (PLAN CHECK)



Plan Check Services

CITY OF DANA POINT | DANA POINT, CA

NV5 is providing development review services for new projects within the City. NV5 serves as an extension of City staff to review projects involving grading, street and drainage improvements, drainage studies and Water Quality Management Plans (WQMPs), building foundations and retaining walls, and parcel/tract maps.

- ▶ DATES: JANUARY 2016-CURRENT
- ▶ KEY PERSONNEL: TAMARA O'NEAL (PM), PADMA ASAM, STEVE NOVAK, JENNIFER PETERSON, THOMAS GRACE, QIAO ZHOU, GENE CUSTENBORDER (PLAN CHECK)



On-Call Plan Check + Inspection Services

CITY OF SAN DIEGO | SAN DIEGO, CA

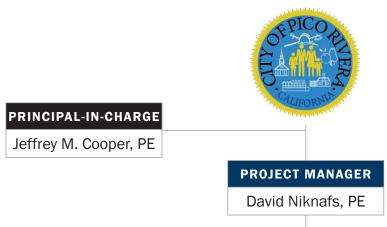
NV5 is contracted by the City of San Diego to provide as-needed engineering and building plan review and inspection services. NV5's first task consisted of providing (rapid) reviews for a backlog of over 150 building construction plans and water quality documents submitted by applicants seeking building permit approval, which was quickly cleared by the NV5 team within one month. This also included reviewing daily incoming new submittals that varied from 5 to 20 per day, which NV5 successfully managed concurrently with the backlog. With the backlog cleared, the City entered the "maintenance phase," with NV5 assisting with current incoming rapid reviews, making sure that they were being reviewed in a timely manner. During this time, NV5 staff completed over 1,400 rapid reviews for the City and quickly built a strong and successful working relationship with the City and its staff. In 2023, NV5 was awarded a \$2.5M As-Needed Plan Check and Inspection Services contract to supplement City staff and continue assisting the City with maintaining permit processing timeline goals. Services provided under this contract include Building Plan Review and Engineering Plan Check Services, including plans for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right-of-way, and Building Inspection Services.

- ▶ DATES: 2023-CURRENT; (PREVIOUS CONTRACT 2022)
- ▶ KEY PERSONNEL: TAMARA O'NEAL (PM), SCOTT LYLE, PADMA ASAM, JENNIFER PETERSON, THOMAS GRACE, QIAO ZHOU, Y. CLARK SHEN, JAMES MILLER (PLAN CHECK)

C. PROPOSED STAFFING

Organization Chart

Our team of experts brings direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested On-Call Plan Check services. Key personnel will be available to the extent proposed for the duration of the Professional Services Agreement, and no person assigned to a project will be removed or replaced without the prior written concurrence of the City. Shown below are team roles and responsibilities.



PLAN CHECK ENGINEERS GENERAL CIVIL/ SURVEY/MAPS GRADING/STORM DRAIN/ J Braley, PLS ADA/SEWER Jay Fahrion, PLS Tamara O'Neal. PE Padma Asam, PE, QSD/P, STRUCTURAL LEED AP Y. Clark Shen, PE, SE Arsanious Hanna, PE, CBO, Arsanious Hanna, PE, CBO, OSD OSD Art Biscocho Eric Rodriguez, PE, SE Stephen Novak TRAFFIC ENGINEERING Matthew Ronguillo Luanne Bean, PE Gerald Tom, PE, TE Julian Palacios, PE James Miller, PE WQMP/EROSION **GEOTECHNICAL** CONTROL/MS4/LID/ Gene Custenborder, SWPPP + ÍNSPECTIÓN PG, CEG Jennifer Peterson, PE, CFM, Scott Moors PG, CEG, CHG QSD/QSP, CPESC, LEED AP Padma Asam, PE, QSD/P, HYDROLOGY/ LEED AP **HYDRAULICŚ** Scott Lyle, PE, CFM, QSD/ Nona Espinosa, PE Scott Lyle, PE, CFM, QSD/ Thomas Grace, EIT Oiao Žhou, EIT Thomas Grace, EIT

C. PROPOSED STAFFING

Key Staff Qualifications

Our team has the ability to deliver quality products on schedule and within budget. Below is a chart that includes names, roles, education, experience, and applicable professional licenses and credentials of the proposed team. Resumes are included in the **Appendix**.

NAME	ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES
David Niknafs, PE	Project Manager	30	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 42697
Tamara O'Neal, PE	Lead Plan Check Engineer	27	B.S. Civil Engineering; Civil Engineer (CA) No. 69107
Padma Asam, PE, QSD/P, LEED AP	Plan Check Engineer	17	M.S. Structural Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 83896; Qualified SWPPP Developer/Practitioner (CA) No. 27085; LEED Accredited Professional
Arsanious Hanna, PE, CBO, QSD	Plan Check Engineer	30	B.S. Civil Engineering; Civil Engineer (CA) No. 70743; Civil Engineer (CO) No. 0061094; Civil Engineer (AZ) No. 38772; Civil Engineer (TX) No. 142591; ICC Certified Building Official; QSD; ICC Certified Building Plans Examiner; CA Safety Assessment Coordinator (SAP)
Art Biscocho	Plan Check Engineer	30	B.S. Civil Engineering
Stephen Novak	Plan Check Engineer	25	A.S. Building Technology; Certificate, Master Planning Communities
Matthew Ronquillo	Plan Check Engineer	2	B.S. Civil Engineering; A.S. Engineering; A.A. Science & Mathematics
Luanne Bean, PE	Plan Check Engineer	35	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 50129; Former Class A General Engineering Contractor; FEMA OPS - I; HAZMAT First Responder/Operations Level; DOT Offers of Bulk and Non-Bulk HAZMAT Packages; Nuclear Waste Safety for Workers
Julian Palacios, PE	Plan Check Engineer	23	M.S. Environmental Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 67735; Civil Engineer (MX) No. 2760774; Certificate Urban Water Management Plan Training
Jennifer Peterson, PE, CFM, QSD/QSP, CPESC, LEED AP	Plan Check Engineer	27	B.S. Civil Engineering; Civil Engineer (CA) No. 67821; Qualified SWPPP Developer; Qualified SWPPP Practitioner; Certified Floodplain Manager; Certified Professional in Erosion & Sediment Control; LEED Accredited Professional

C. PROPOSED STAFFING

NAME	ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES
Scott Lyle, PE, CFM, QSD/QSP	Plan Check Engineer	39	Graduate Studies in Environmental Hydrology; B.S. Civil Engineering; Civil Engineer (CA) No. C44062; Certified Floodplain Manager (CA) No. 99-00013; Qualified SWPPP Developer/ Practitioner No. 00817; Graduate Certificate in Coast Engineering
Thomas Grace, EIT	Plan Check Engineer	24	B.S. Civil Engineering; Engineer-in-Training (CA) No. 103177
J Braley, PLS	Plan Check (Survey)	45	General Education courses; Land Survey courses; Land Surveying Fundamentals; AutoCAD Level 1 & Level 2; Global Positioning Survey course; GIS course; Professional Land Surveyor (CA) No. 8446; Professional Land Surveyor (NV) No. 19903
Jay Fahrion, PLS	Plan Check (Survey)	43	Professional Land Surveyor (CA) No. 8207; AQMD PM-10 Certificate
Y. Clark Shen, PE, SE	Plan Check Engineer	40	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 24054; Structural Engineer (CA) No. 2177; International Code Council Certification No. 8296933; Building Plans Examiner; Residential Plans Examiner; Commercial Building Inspector; Residential Building Inspector; Accessibility Inspector/Plans Examiner
Eric Rodriguez, PE, SE	Plan Check Engineer	20+	B.S. Civil Engineering; Civil Engineer (CA) No. C56757; Structural Engineer (CA) No. S4617
Gerald Tom, PE, TE	Plan Check Engineer	35	B.S. Civil Engineering; Civil Engineer (CA) No. 51209; Traffic Engineer (CA) No. 2541
James Miller, PE	Plan Check Engineer	19	B.S. Civil Engineering; Civil Engineer (CA) No. 82522
Gene Custenborder, PG, CEG	Plan Check Engineer	40	B.S. Geology; Registered Geologist (CA) No. 3992; Certified Engineering Geologist (CA) No. 1319
Scott Moors PG, CEG, CHG	Plan Check Engineer	31	B.S. Geological Sciences; Professional Geologist No. 6100; Certified Engineering Geologist No. 1901; Certified Hydrogeologist No. 607
Nona Espinosa, PE	Plan Check Engineer	33	B.S. Civil Engineering; Civil Engineer (CA) No. 60547; Certificate Erosion Control Compliance with NPDES Phase II - APWA; Certificate Fundamentals of Erosion Control & Rolled Erosion Control Pro - John Towns & Associates, Inc.
Qiao Zhou, EIT	Plan Check Engineer	10	M.S. Environmental Engineering; B.S. Environmental Science; Engineer-in-Training (CA) No. 173660

D. CONSULTANTS AND/OR SUBCONSULTANTS

Consultants and/or Subconsultants

NV5 has not included any subconsultants to meet the requirements of this contract.

Understanding of Scope of Work

NV5 understands that the City desires to establish a list of Consultants to perform on-call plan check services, including the review of plans submitted for subdivision improvements, commercial developments, and infrastructure improvements within the City, such as grading, utilities, and right-of-way improvements. In addition, the plan checking services provides for review of tract/parcel maps, easements, lot line adjustments, parcel mergers and all other right-of-way and mapping issues pertaining to land development.

The Scope of Services includes:

- Assist staff with development of Conditions of Approval for new or redevelopment projects.
- Reviews include, but are not limited to, the following plans:
 - Subdivision maps, parcel/tract maps, lot line adjustments and legal descriptions for conformance with local and state ordinances and laws
 - Grading plans, including preliminary grading, mass grading, rough grading, and precise grading plans
 - Street improvement plans, including street widening, rehabilitation, and new street plans
 - Utility improvement plans
 - Storm Water Quality Management Plans
 - Hydrology and Hydraulic Calculations and Reports
 - Engineer's Cost Estimate for the related items of work for bonding and fee purposes
 - Engineer's Reports, including Storm Water Pollution Prevention Plans
 - Erosion and Sediment Control Plans
 - Geotechnical report review
 - Sewer Capacity Studies
- Assist the City in reviewing plans for compliance with the MS4 Permit and City ordinances, including Low Impact Development Plan (LID) and other development planning environmental documents.

- The task for the plan reviewer includes:
 - Review for design conformance to:
 - i. Approved Tentative Map
 - ii. Related Specific Plans
 - iii. General Plan and City Ordinances
 - iv. Conditions of Approval
 - v. City Standards
 - vi. Regional Storm Water Requirements
 - vii. Americans with Disabilities Act (ADA) Standards
 - viii. Other Agency Requirements such as Pico Rivera Water Authority (PRWA), Los Angeles County Design Manuals and State Water Resources Control Board (SWRCB)
 - Review general calculations and design criteria
 - Recommend redesign of any portion of plans that:
 - i. Will not function due to poor engineering
 - ii. Does not meet the industry standard of care
 - iii. Is not consistent with the Approved
 Tentative Map or Conditions of Approval
 - iv. Will be potentially unsafe to the public
 - v. Is impractical to construct
- Conduct field inspections during construction of LID systems and assure post-construction controls are properly designed to reduce the discharge of pollutants into stormwater and to keep in line with the overall goal of the MS4 Permit.
- Acquire standard files and boiler plate documents as they apply, acquire understanding of key issues that need attention during the plan check process and establish ongoing operating procedures between City staff and our team for the on-call services.
- Report to City Hall when called upon to pick up project documents for review, and meet with city staff, as needed, to be briefed on project particulars.
- Work with other consultants in coordinating the plans and the technical reports.

- Conduct field reviews of projects with City staff, as needed, to address unique aspects of the proposed project.
- Attend scheduled development review meetings, as needed. Brief City staff on findings and coordinate additional relevant details.
- Provide assistance, as requested, to developers in the design of BMP treatments for their private projects.
- Complete plan review within 10 working days of initial submittal for plan check, and within five working days of re-submittal for subsequent plan checks.
- The City uses Office 365/OneDrive to transmit large files. NV5 has the ability to download files from OneDrive or use our own file sharing program and provide City staff with log-in credentials.

NV5 agrees to the Scope of Work and Services as included in this RFP. Our general approach, work plan, management and QA/QC plan are included on the following pages and can be tailored to meet the City's needs.

Plan Check Approach

Our primary approach is to serve as a direct extension of the City staff. NV5 will take every measure possible to see that the City's timeline is met. It is our intention to consistently beat the plan review turnaround times while assuring continuous quality and reasonable implementation of the state codes and all local amendments. We will put forth a coordinated effort and responsibility to track and coordinate all applications or requests received in the City.

All plan check services will be driven by the accepted architect-engineering and industry professional practices, and will comply with the applicable regulations. Turnaround times of plan checks are crucial, and we intend to return plan checks within the timelines outlined by the City. We continually train existing employees and recruit new talent to exceed the expectations of our clients.



We understand how essential it is for individual departments to work together in order to build a successful project. Our philosophy is to work closely with all departments, divisions and agencies to eliminate redundancy and increase efficiency. We understand the difficulties in interpreting design standards, and we take pride in providing solutions for your constituents.

Outlined below is the general process the NV5 team utilizes to provide plan review services. This is presented as a guideline to be adjusted according to the processing procedures of your jurisdiction. We will work with the City in a seamless manner for review of plans for code compliance and keeping projects moving to the finish line.

PROJECT DELIVERABLES: PLAN CHECK PROJECTS

Deliverables for a typical plan check project include:

- Cost confirmation letter (if required)
- o Signed comment letter with checklist
- o Redlined plans

In compliance with state law, all plan check services will be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign the type of map, plan, or professional study being reviewed. All plan review memos will be signed and sealed by a duly licensed professional.

PLAN CHECK SUBMITTALS SEQUENCE

Each submittal will generally follow the following sequence:

First Plan Check

The initial plan check will be comprehensive and identify all significant issues. It is important to present significant issues to the developer as early in the review process as possible, so that the developer can respond in a timely manner. In addition to the typical scope of services, the first plan check will include the following:

- o Plan Review Checklist
- Review of Conditions of Discretionary Approval
- Analysis of Easement Requirements and Right-Of-Way Needs
- Identification of Required Coordination with Inter-Agency Jurisdictional Issues

Subsequent Submittals

Plan check resubmittals are reviewed for completeness and to determine if all previous comments have been fully addressed. If the developer has made significant changes to the submittal, new review comments may be necessary. The NV5 plan checker will identify remaining deficiencies in the documents for subsequent reiterations of the plan check submittals.

Final Review

We anticipate that after no more than three (3) plan checks, NV5 will request that the developer submit final plans and associated documents, as required by the City for final review. NV5 will confirm that plans are complete and that all associated documents have been submitted. NV5 will then provide an approval letter and other required documents and transmittals, depending on the type of review.

Transmittal

NV5 will maintain accurate and comprehensive records related to all plans, calculations and documents received. Our team is experienced in

providing digital plan review and will accept, review and return plans electronically if the City desires.

We will screen and log every application to assure they are routed to all plan checkers in a timely manner. All submittals are checked for compliance with relevant state and local requirements. The log serves as a tracking device to assure turnarounds and completeness of review.

Corrections

NV5 will assure that corrections are handled as quickly and as clearly as possible. We will identify all corrections based on compliance with specific standards, codes and regulations. We will either provide notes on the plans as appropriate, or provide a correction sheet detailing which items need to be addressed for plan approval.

Each project will be reviewed with strict adherence to our company policy of independent objectivity as a third party. Projects have ranged from the simple to the complex across all types of construction. Our wide exposure and expertise allow us to provide impartial and comprehensive plan reviews clearly indicating the applicable codes and standards and documenting noted deficiencies. Our reviews are individually prepared for each project and, while we use Agency standard checklists as a basis for our review, we also review each individual project for site-specific impacts and technical merits — including boundary conditions and general construction considerations. Our Plan Review Reports are written to provide the design team with a clear and concise understanding of the issues. Comments from each discipline are grouped together for easy reference, and each comment references a specific item in the plans or specifications as well as a reference.

Approvals

Upon completion of each plan review, plans and supporting documents will be returned to the City recommending approval. Approval will only be given when all compliance issues are resolved to the best of our team's knowledge and all requirements of the City are satisfied.

Accelerated Plan Review

In most cases, we will complete the initial plan review in 10 working days and considerably less time for re-checks. However, some plans may require expedited review. At your request, we will perform plan review services within an accelerated time frame. Accelerated plan review may require an additional fee, agreed upon by the applicant and NV5.

Meetings

We will conduct and coordinate all communications with the City for plan review comments to assure that plan review issues are handled efficiently. During the plan review process, we are prepared to meet with City staff and the applicant at any time. Our goal is to issue approved plans as quickly as possible, but in full compliance with local codes, ordinances and guidelines. Our experience suggests greater involvement early in the design process yields exceptional benefits. We feel it is helpful to be involved in Development Review meetings for projects subject to the Planning Review process.

MANAGEMENT PLAN + QA/QC

Our managerial approach is based on shared expectations and clear and consistent communication with City staff throughout the delivery of projects. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent and timely. This system's success is based on thousands of hours of practical, real- world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff. The specific action items in our process include:

 Coordination and Communication. Our staff will handle the necessary administrative functions, such as project tracking, managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status.



- Reliable and Responsive Service. Our project manager will provide proactive communication, utilize proven project management tools and best practices, and will anticipate your needs and quickly respond with accurate and detailed information every step of the way. We are available to meet with the City at kickoff and progress meetings to discuss procedures, projects, and to maintain momentum and project schedules.
- Efficiently Meet Turnaround Deadlines and Maintain Development Momentum. An emphasis will be placed on our staff's experience with the City and requirements to proactively facilitate communication and processing. We will work to assure proven quality assurance and schedule control measures are implemented.
- Maintain Accuracy and Cost Savings Through Proven Processes and Continuity. We can implement integrated, standardized processes, including electronic plan reviews that will be utilized by seasoned staff members who deliver plan review comments that are consistent, thorough, accurate, and done right the first time.
- Analyzing Submittals. Our team will review and assess initial submittals for completeness, review title sheets and non-technical issues; maintain files; monitor due dates; monitor contract budget and status tracking reports;

and coordinate invoicing. Consistency will be maintained by assigning the project to the same reviewer that performed the previous reviews, unless circumstances dictate otherwise.

- Facilitating Quality Reviews. Our experienced public works plan reviewers will routinely review agency standards, ordinances, guidelines, and update checklists; write comment letters; coordinate project returns; attend review meetings; and communicate comments to the applicant and designers. Because of our depth of resources and project tools (checklists, comment letters), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.
- Providing Expertise. Our experts will provide a quality, comprehensive review of plans, studies, maps and reports in accordance

- with all accepted engineering practices, the Subdivision Map Act, applicable regulations and City development standards. Our experts are also available to meet with your staff to clarify comments and discuss solutions, as well as provide full and complete reviews for each project that will minimize the number of resubmittals by the customer.
- Quality Assurance/Quality Control. We are committed to a Quality Assurance, Quality Control and Constructability Review protocol for all deliverables submitted to a client. Our QC policy requires our project engineer and project manager to sign off on the cover sheet and commit that they have reviewed the submittal and are accepting responsibility for the quality of the documents prior to being submitted for review by peers.

CLIENT TESTIMONIAL

NV5 goes above and beyond to help their clients. Whether it be questions about a plan check, or questions in general about a policy or procedure, NV5 has always been available to help the City. They meet all their deadlines and do a very thorough job throughout the plan check process. They make themselves available when meetings are necessary and do a great job of communicating issues or concerns. NV5 has become a part of our team, and we know that we are in good hands.

 Jilleen Ferris, former City Engineer of Desert Hot Springs (current Director of Public Works, City of Hemet)

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F. CLIENT REFERENCES

References

Provided below are references of three recent clients for whom On-Call Plan Check Services have been performed that are comparable in quality and scope to that specified in this RFP.



CITY OF COMPTON

John Strickland Project Manager

205 S. Willowbrook Ave. Compton, CA 90220 310.605.5505 jstrickland@comptoncity.org

On-Call Plan Check and Traffic Engineering Services (2022-Current): Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements. NV5 also performs various Traffic Engineering Services.



CITY OF EL MONTE

Lee Torres City Engineer

11333 Valley Blvd. El Monte, CA 91731 626.580.2055 Itorres@elmonteca.gov

On-Call Plan Check Services (2022-Current; previous contract - June 2019-2022)

NV5 is contracted with the City of El Monte to provide plan check/review services and staff support to oversee the construction of various CIP projects and wireless communications facilities. Reviews include grading, soils report reviews, sewer, water, and storm drain improvements, hydrology reports, SWPPPs, Low Impact Development, street improvement plans, parcel/tract maps, easements and lot line adjustments.



CITY OF SEAL BEACH

Iris Lee Deputy Public Works Director/City Engineer

211 Eighth St. Seal Beach, CA 90740 562.431.2527, ext. 1322 ilee@sealbeachca.gov

On-Call Plan Check Services (2022-Current): NV5 is

providing as-needed plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

H. SCHEDULE OF HOURLY RATES

Fee Schedule

Rates are effective for the duration of the contract.



ENGINEERING SERVICES	HOURLY RATE**
Principal	\$275
Project Manager	\$225
Plan Check Engineer III	\$195
Plan Check Engineer II	\$175
Plan Check Engineer I	\$150
Traffic Engineer	\$225
Senior Structural Engineer	\$210
Structural Engineer	\$175
SURVEY PROFESSIONAL SERVICES	HOURLY RATE**
Junior Engineer/Planner/Scientist/Surveyor	\$142
Assistant Engineer/Planner/Scientist/Surveyor	\$161
Associate Engineer/Planner/Scientist/Surveyor	\$183
Senior Engineer/Planner/Scientist/Surveyor	\$200
Manager	\$255
Associate	\$272
Principal	\$291
GEOTECHNICAL PROFESSIONAL SERVICES	HOURLY RATE**
Senior Principal Engineer/Geologist	\$245
Principal Engineer/Geologist	\$225
Associate Engineer/Geologist	\$205
Senior Engineer/Geologist	\$185
Project Engineer/Geologist	\$155
Senior Staff Engineer/Geologist	\$135
Staff Engineer/Geologist	\$120
Senior CQA Manager	\$170
CQA Manager	\$150
Field Supervisor	\$150
Administration Staff	\$75

^{**} Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.

NON-COLLUSION AFFIDAVIT

APPENDIX C NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

- 1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.
- 2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
- 3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.
- 4. All statements contained in the Proposal and related documents are true.
- 5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
- 6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.
- 7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Jeffrey M. Cooper, PE

Senior Vice President

Name of Authorized Representative

Title of Authorized Representative



CONTACT INFO

david.niknafs@nv5.com

EXPERIENCE

30 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA) No. 42697

AFFILIATIONS

American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

Transportation & Development Institute

DAVID NIKNAFS, PE

Project Manager

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project director and project manager. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

Project Experience

On-Call Plan Check Services

CITY OF PICO RIVERA | PICO RIVERA, CA

Plan Check Engineer. Reviews include subdivision maps, parcel maps, boundary adjustments and legal descriptions for conformance with local and state ordinances and laws; grading plans; street improvement plans; utility improvement plans; stormwater quality management plans; hydrology and hydraulic calculations and reports; engineer's cost estimate for the related items of work for bonding purposes; engineer's reports, including SWPPP; erosion and sediment control plans; and geotechnical report review.

On-Call Plan Check Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Project Manager. Mr. Niknafs is responsible for providing as-needed plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

On-Call Plan Check Services

CITY OF EL MONTE | EL MONTE, CA

Project Manager. Our team is contracted with the City of El Monte to provide plan check/review services and staff support to oversee the construction of various CIP projects and wireless communications facilities.

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Project Manager. Mr. Niknafs is responsible for providing professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252.



CONTACT INFO

tamara.oneal@nv5.com

EXPERIENCE

27 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. 69107

TAMARA O'NEAL, PE

Lead Plan Check Engineer

Ms. O'Neal has more than 27 years of experience in municipal and private engineering services, including capital improvement and development review project management, sewer rehabilitation design and planning, stormwater quality regulatory, reporting and review services, asset management, floodplain development services and environmental restoration services. In addition to having direct public agency employment experience, Ms. O'Neal has provided extension of staff services on a consultant basis for numerous cities, as well as water and sanitation districts in San Diego, Orange and Los Angeles counties.

Project Experience

On-Call Plan Check Services

CITY OF PICO RIVERA | PICO RIVERA, CA

Project Manager. Ms. O'Neal oversees this on-call plan check contract for the City of Pico Rivera. Reviews include subdivision maps, parcel maps, boundary adjustments and legal descriptions for conformance with local and state ordinances and laws; grading plans, including preliminary grading, mass grading, rough grading and precise grading plans; street improvement plans, including street widening, rehabilitation and new street plans; utility improvement plans; stormwater quality management plans; hydrology and hydraulic calculations and reports; engineer's cost estimate for the related items of work for bonding purposes; engineer's reports, including stormwater pollution prevention plans; erosion and sediment control plans; and geotechnical report review.

On-Call Plan Check + Public Works Inspection Services CITY OF BEAUMONT | BEAUMONT, CA

Project Manager. Ms. O'Neal is providing the City with review of as-needed private development projects and public works inspection services. Reviews include improvement, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations and cost estimates. NV5 is assisting the City with the development of checklists, standard notes, unit price lists and other documents to standardize and streamline the review/inspection process.

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Plan Check Engineer. Ms. O'Neal is providing professional plan check services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252.



CONTACT INFO

padma.asam@nv5.com

EXPERIENCE

17 years

EDUCATION

M.S. Structural Engineering

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. 83896

Qualified SWPPP Developer/Practitioner (CA) No. 27085

LEED Accredited Professional

PADMA ASAM, PE, QSD/QSP, LEED AP

Plan Check Engineer

Ms. Asam has 17 years of design experience in public work projects, including design of roadway widening and alignments, retaining walls, pedestrian ramps, engineering reports and utility undergrounding. She is adept in the design standards of various local public agencies in Southern California. Ms. Asam has extensive experience reviewing grading plans, street and storm drain improvement plans, utility plans, tract maps, structural plans and details and stormwater-related documents. She has extensive experience working with local funding agencies to prepare and administer grant applications on behalf of local agency clients.

Project Experience

Civil & Water Quality Management Plan Check Services COUNTY OF SAN BERNARDINO, I SAN BERNARDINO, CA

Project Engineer. Ms. Asam is providing engineering development review services for a variety of projects ranging from single-family developments to large, multiphase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviewed Hydraulic and Hydrologic Analyses, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans for conformance with project conditions of approval and compliance with County requirements.

Plan Check Services

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Plan Check Engineer. Ms. Asam is part of the NV5 team providing on-call engineering plan check services to the City of Desert Hot Springs. Services include the review of grading and improvement plans, hydrology and hydraulic reports, geotechnical reports, water quality treatment and erosion control, title documents and review against project conditions of approval for residential, commercial and industrial development applications.

Water Quality Management Plan + Hydrology Report Plan Check Services COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT | RIVERSIDE, CA

Plan Check Engineer. Ms. Asam provides plan checking services for WQMP (Water Quality Management Plan) and Hydrology Reports associated with new development and significant redevelopment projects, and plan check services for private development projects for compliance with the county's MS4 permits and the Riverside County WQMP for Urban Runoff. Review of P-WQMPs, F-WQMPs, Hydraulic and Hydrology reports, floodplain studies, and grading plans.



CONTACT INFO

arsanious.hanna @nv5.com

EXPERIENCE

30+ years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. 70743

Civil Engineer (CO) No. 0061094

Civil Engineer (AZ) No. 38772

Civil Engineer (TX)

No. 142591
ICC Certified Building

Official OSD

ICC Certified Building Plans Examiner

CA Safety Assessment Coordinator (SAP)

AFFILIATIONS

American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

California Building Officials (CALBO)

International Code Council (ICC)

NIVI5

ARSANIOUS HANNA, PE, CBO, QSD

Plan Check Engineer

Mr. Hanna has more than 30 years of experience in public works and city engineering, including design, plan check, building and safety, project management, construction management and personnel/department management from the planning and design phases through the construction phase. He has held various positions at public agencies, including five years at the City of Irwindale and 17-plus years at the County of Los Angeles Public Works Department. He has managed capital improvement programs, reviewed and approved plans and managed construction of contract work for compliance with plans and specifications.

Project Experience

Citywide Plan Check Review Services

CITY OF VENTURA | VENTURA, CA

Plan Check Engineer. Mr. Hanna is providing plan review services for the City. NV5 is contracted by the City to provide on-call plan check review services, including Building Code review (plumbing, mechanical, electrical, energy, green, structural, architectural, and accessibility); Fire Code review (fire alarms, fire sprinkler systems); Regional Stormwater requirement review (MS-4, SWPPP); Civil review (rough grading, fine grading); Public Improvement Plan review (water, wastewater, storm drain, public right-of-way improvements); and Zoning review (zoning code compliance). Plans are transmitted and reviewed utilizing the City's electronic system, Energov supported by Tyler Technologies.

On-Call Civil & Water Quality Management Plan Check Services (Civil) COUNTY OF SAN BERNARDINO | SAN BERNARDINO COUNTY, CA

Plan Check Engineer. Mr. Hanna is part of the NV5 team that is providing engineering development review services for a variety of projects ranging from single-family development to large, multi-phase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviews Hydraulic and Hydrologic Analysis, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans for conformance with project conditions of approval and compliance with County requirements.

As-Needed Plan Check Services

COUNTY OF SAN DIEGO | SAN DIEGO, CA

Lead Plan Check Engineer. Mr. Hanna is providing as-needed plan check services for the County's Building Services Division for residential, commercial, and energy projects. NV5's services include evaluation of changing regulatory requirements to permit and land development processing; coordination of building permit service delivery to the public; receiving and responding to customer service requests; and providing recommendations for approval.

CONTACT INFO

art.biscocho@nv5.com

EXPERIENCE

30 years

EDUCATION

B.S. Civil Engineering

ART BISCOCHO

Plan Check Engineer

Mr. Biscocho has more than 30 years of experience as a Project Designer. He has a demonstrated ability to manage multiple projects from planning to construction close-out. He has a wealth of knowledge of the overall operational experience working with municipal agencies, and his qualifications include the ability to review and prepare construction plans, specifications and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

On-Call Plan Check Services

CITY OF EL MONTE | EL MONTE, CA

Plan Check Engineer. Mr. Biscocho is providing plan check services for various land development projects for the City. Our team is contracted with the City of El Monte to provide plan check/review services and staff support to oversee the construction of various CIP projects and wireless communications facilities. Reviews include grading, soils report reviews, sewer, water, and storm drain improvements, hydrology reports, SWPPPs, Low Impact Development, street improvement plans, parcel/tract maps, easements and lot line adjustments.

Storm Drain Plan Review and Catch Basin Filter Inserts CITY OF FONTANA | FONTANA, CA

Plan Check Engineer. Mr. Biscocho is part of the team that is providing storm drain plan review services for the City and identification of existing storm drain catch basins that are candidates to receive filter inserts.

FY 2022-23 Pavement Management Program ImplementationCITY OF GLENDALE | GLENDALE, CA

Project Engineer. Mr. Biscocho is providing engineering design services for the City's Fiscal Year 2022-23 Pavement Management Program Implementation project. Improvements include selective removal and repair of concrete curbs and gutters, sidewalks, driveways, cross gutters, catch basins, bus pads, and alley aprons; pavement repairs, including full-depth reconstruction, rubberized asphalt pavement wearing course (ARHM); crack seal; Asphalt Rubber Aggregate Membrane (ARAM); and Slurry Seal Type II; sewer point repairs based on City-provided CCTV videos; utility pull box relocation; storm drain infrastructure analysis and design, including hydrology and hydraulic analysis if needed; installation of survey well monuments; tree plantings, including coordinating with the City for tree species and locations; and review of the City's Bicycle Master Plan and design of plans according to recommendations. Services include field review; utility coordination and notification; topographic survey; geotechnical investigation; preparation of preliminary and final plans, specifications and estimates; and bid and construction support.



CONTACT INFO

steve.novak@nv5.com

EXPERIENCE

25 years

EDUCATION

A.S. Building Technology

LICENSES/ CERTIFICATES

Certificate, Master Planning Communities

STEVE NOVAK

Plan Check Engineer

Mr. Novak has more than 25 years of experience in civil, environmental and geotechnical engineering. His expertise includes the conceptual planning, design and preparation of rough to precise grading plans; land use studies and preliminary engineering; street design; and water, sanitary sewer, street and storm drain plans. His projects encompass residential, wastewater and infrastructure, mountain and hillside, golf and resort, and commercial projects. Mr. Novak is proficient with AutoCAD C3D, Word and Excel software applications.

Project Experience

On-Call Plan Check Services

CITY OF PICO RIVERA | PICO RIVERA, CA

Plan Check Engineer. Mr. Novak provides as-needed plan review for various development projects for the City. Our team is contracted with the City to provide reviews of subdivision maps, parcel maps, boundary adjustments and legal descriptions for conformance with local and state ordinances and laws; grading plans; street improvement plans; utility improvement plans; stormwater quality management plans; hydrology and hydraulic calculations and reports; engineer's cost estimate for the related items of work for bonding purposes; engineer's reports, including stormwater pollution prevention plans; erosion and sediment control plans review.

Plan Check Reviews

CITY OF EL MONTE | EL MONTE, CA

Plan Check Engineer. Mr. Novak is reviewing grading and drainage plans for various land development projects for the City. Our team is contracted with the City of El Monte to provide plan check/review services and staff support to oversee the construction of various CIP projects and wireless communications facilities. Reviews include grading, soils report reviews, sewer, water, and storm drain improvements, hydrology reports, SWPPPs, Low Impact Development, street improvement plans, parcel/tract maps, easements and lot line adjustments.

On-Call Civil Plan Reviews

COUNTY OF SAN BERNARDINO | SAN BERNARDINO, CA

Plan Check Engineer. Mr. Novak is providing as-needed engineering development review services for a variety of projects ranging from single-family development to large, multi-phase subdivisions and commercial projects with significant public infrastructure requirements. NV5 has reviewed Hydraulic and Hydrologic Analyses, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans for conformance with project conditions of approval and compliance with County requirements.



CONTACT INFO

matthew.ronquillo @nv5.com

EXPERIENCE

2 years

EDUCATION

B.S. Civil Engineering

A.S. Engineering

A.A. Science & Mathematics

MATTHEW RONQUILLO

Plan Check Engineer

Mr. Ronquillo is an Assistant Engineer experienced in the plan check, design and administration of public works projects. He is skilled in AutoCAD, ArcGIS, Civil 3D, structural analysis, and analyzing design and contract documents. He is well-versed in the Greenbook, Standard Plans for Public Works Construction, and interpreting City standards.

Project Experience

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Assistant Engineer. Mr. Ronquillo is assisting the team that is providing professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheets for BMPs tracking through the various stages of development). NV5 also performs various Traffic Engineering Services such as review and recommendation and/ or approval for Traffic Impact Analyses for public/private projects, warrant studies for traffic signal and/or stop signs installations, and various other related tasks.

On-Call Plan Check Services

CITY OF EL MONTE | EL MONTE, CA

Assistant Engineer. Mr. Ronquillo is assisting the team that is providing plan check/review services and staff support to oversee the construction of various CIP projects and wireless communications facilities. Reviews include grading, soils report reviews, sewer, water, and storm drain improvements, hydrology reports, SWPPPs, Low Impact Development, street improvement plans, parcel/tract maps, easements and lot line adjustments.

FY 2022-23 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Assistant Engineer. Mr. Ronquillo is assisting the team responsible for providing engineering design services for the City's FY 2022-23 Street Improvements. Improvements include grind and overlay, slurry seal, and crack seal, depending on the current condition of each roadway segment. Our services include providing preliminary and final street improvement plans; specifications; quantity and cost estimates; and design support during construction.



CONTACT INFO

luanne.bean@nv5.com

EXPERIENCE

35 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA) No. 50129

Former Class A General Engineering Contractor

REGISTRATIONS

FEMA OPS - I

HAZMAT First Responder/ Operations Level

DOT Offers of Bulk and Non-Bulk HAZMAT Packages

Nuclear Waste Safety for Workers

NIVI5

LUANNE BEAN, PE

Plan Check Engineer

Ms. Bean has more than 35 years of experience in the engineering, design, and construction of water and wastewater projects. As a Registered Civil Engineer and a former Class A General Engineering Contractor, Ms. Bean has seen construction from both sides of the fence. Her technical skills include specialized structural analysis and design of large 600-MGD water treatment plants, pipelines up to 12 feet in diameter, mechanical analysis, SCADA & I&C oversight and coordination, diesel generator design and AQMD permitting, the preparation of engineering plans, specifications and cost estimates, as well as construction management. She has held various positions with many public agencies, including Structural Discipline Director for Southern Nevada Water Authority's \$6B CIP program, for which she specialized in structural and forensic analysis, Project Manager for the Metropolitan Water District, and Project Officer in charge of disaster funding across three states and five counties for FEMA.

Project Experience

Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UPRR Railroads

CITY OF EL MONTE | EL MONTE, CA

Project Manager/Senior Engineer. Ms. Bean is responsible for providing emergency engineering design services for the Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UPRR Railroads. Due to an additional railroad track proposed by SCRRA to meet the needs of the upcoming Olympics, the City must encase an 8-inch gravity sewer line that runs north from Johnson Avenue underneath the existing railroad tracks to the alley beyond. A new 12-inch sewer main will be jack and bored at the southern limit of the railroad right-of-way at Johnson Avenue, underneath the existing and future railroad rails, overtop the slot within the Los Angeles County Flood Control District's existing storm drain, to the alley just north of the existing railroad right-of-way. Services include preparing the plans, specifications and cost estimates; utility research; temporary water high lining and sewer bypassing to keep the facilities online during construction; land surveying; geotechnical report; and coordination with the railroad.

Sewer Main Along Portuguese Bend CITY OF ROLLING HILLS | ROLLING HILLS, CA

Project Manager/Senior Engineer. Ms. Bean is responsible for providing engineering design services for the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road. The City evaluated the feasibility of connecting a portion of the City to a nearby existing wastewater conveyance system. Based on the sewer feasibility study, it was recommended to install a new 8-inch sewer main along Portuguese Bend Road and upgrade the existing sewer main along Rolling Hills Road to a 10-inch and 12-inch sewer main prior to connecting to the Los Angeles County Trunk line.

CONTACT INFO

julian.palacios@nv5.com

EXPERIENCE

23 years

EDUCATION

M.S. Environmental Engineering

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. 67735

Civil Engineer (MX) No. 2760774

Certificate Urban Water Management Plan Training

AFFILIATIONS

American Society of Civil Engineers (ASCE)

JULIAN PALACIOS, PE

Plan Check Engineer

Mr. Palacios is an engineering manager with 23 years of experience providing planning, design, construction support services and feasibility studies for water and wastewater treatment, water distribution, wastewater collection, and hydraulic modeling of water and wastewater systems. His experience includes completing water and wastewater infrastructure projects for local public agencies, including the City of Oceanside, City of Carlsbad, City of Vista, Vallecitos Water District, Olivenhain Municipal Water District, Ramona Municipal Water District and the San Diego County Water Authority.

Project Experience

Eucalyptus and Citrus Avenue Sewer Capacity ImprovementsCITY OF VISTA | VISTA, CA

Mr. Palacios provided preliminary engineering design services for the Eucalyptus and Citrus Avenue Sewer Capacity Improvement Project involving the replacing and upsizing approximately 1,380 linear feet of 10-inch diameter Vitrified Clay Pipe (VCP) to a 12-inch diameter PVC pipe along Eucalyptus and Citrus Avenues, between Civic Center Drive and Broadway in Vista. The existing pipe was identified as being capacity deficient during the latest Sewer Master Plan update. NV5 provided surveying and mapping, geotechnical engineering and prepared a Preliminary Design Report to evaluate alternatives to replace the existing gravity sewer main. The project also included upsizing a segment within the Vista Magnet Middle School, requiring extensive coordination with the school district. Project challenges included developing alternatives and recommendations for crossing a storm drain culvert, reviewing hydraulic modeling results, reconfiguring two existing trunk sewers along Broadway to improve flow conditions and capacity, and a tight alignment corridor along Eucalyptus Avenue. NV5 is provided Owner Advisory services to support the City during the final design and construction of the project through a progressive design-build delivery process.

Lake Boulevard Sewer Improvements

CITY OF OCEANSIDE | OCEANSIDE, CA

Project Manager. Mr. Palacios oversaw the preparation of construction documents for a gravity sewer line replacement along Lake Boulevard and College Boulevard in Oceanside. The existing gravity system utilizes an aboveground cast iron pipe supported by concrete pillars to convey wastewater across Buena Vista Creek and connects to a main trunk sewer pipeline. The project includes rerouting existing 8-inch and 12-inch gravity sewers, a 16-inch force main, and a 6-inch lateral from an adjacent senior community center and reconnecting these pipelines to the proposed 15-inch sewer along Lake Boulevard and College Boulevard.



CONTACT INFO

jennifer.peterson @nv5.com

EXPERIENCE

27 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. 67821

Qualified SWPPP Developer

Qualified SWPPP Practitioner

Certified Floodplain Manager

Certified Professional in Erosion & Sediment Control

LEED Accredited Professional

NV5

JENNIFER PETERSON, PE, CFM, QSD/P, CPESC, LEED AP

Plan Check Engineer

Ms. Peterson is an engineering manager with 27 years of focused experience working in the water resources field and managing stormwater quality and drainage projects — from the planning stages all the way through design and construction. She has managed stormwater inspection staff throughout the State of California and provides assistance to other offices and project managers in preparing technical documents and addressing challenging issues related to the State's General Construction Permit, and Phase I and II Municipal (MS4) Permits. She has managed stormwater programs for various agencies throughout the state, which has included preparation and review of technical documents, creating tools for efficient plan check reviews, stormwater permitting training, review and editing of technical specifications, and management of various stakeholders and subconsultant staff (both design and field).

Project Experience

Plan Check Services

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Plan Check Engineer. Ms. Peterson is part of the NV5 team providing on-call engineering plan check services to the City of Desert Hot Springs. Services include the review of grading and improvement plans, hydrology and hydraulic reports, geotechnical reports, water quality treatment and erosion control, title documents and review against project conditions of approval for residential, commercial and industrial development applications.

On-Call Public Works Inspection and Plan Check Services CITY OF BEAUMONT, DEAUMONT, CA

Project Engineer. Ms. Peterson served as project engineer responsible for reviewing all water quality technical reports in compliance with local municipal requirements. NV5 reviews all plans and associated technical reports for clarity, format, completeness, and conformance to the City's grading and roadway criteria, industry-standard design procedures, permit requirements, and conditions of development. Reviews include improvement, grading, and erosion control plans, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations and cost estimates.

WOMP Reviews

CITY OF MENIFEE | MENIFEE, CA

WQMP Review. NV5 provided plan check assistance to the City for various technical studies. Ms. Peterson assisted with WQMP reviews and made sure that they conformed to the current MS4 Permit. Close coordination with staff was necessary to develop standard checklists and ensure consistent review comments for developers.

CONTACT INFO

scott.lyle@nv5.com

EXPERIENCE

39 years

EDUCATION

Graduate Studies in Environmental Hydrology

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. C44062

Certified Floodplain Manager (CA) No. 99-00013

Qualified SWPPP Developer/Practitioner No. 00817

Graduate Certificate in Coast Engineering

AFFILIATIONS

American Society of Civil Engineers (ASCE)

Association of Floodplain Managers (ASFPM)

San Diego County Hydrology Manual Development Committee 2003, Member

Floodplain Management Association (FMA), Past Board Member

NV5

SCOTT LYLE, PE, CFM, QSD/QSP

Plan Check Engineer

Mr. Lyle has more than 39 years of experience in the management and design of a wide variety of multi-objective water resources projects, including flood control channels, watershed analyses, detention basins, master plans, and storm drain design. He also has extensive experience in stormwater modeling, including hydrologic, hydraulic analyses and detention routing using various public agency design standards. A partial list of agencies includes Riverside County Flood Control District and Water Conservation District, San Diego County, City of San Diego, Orange County, and San Bernardino County.

Project Experience

Citywide Plan Check Review Services

CITY OF VENTURA | VENTURA, CA

Plan Check Engineer. Mr. Lyle is part of the team providing on-call plan review services, including Building Code review (plumbing, mechanical, electrical, energy, green, structural, architectural, and accessibility); Fire Code review (fire alarms, fire sprinkler systems); Regional Stormwater requirements (MS-4, SWPPP); Civil (rough grading, fine grading); Public Improvement Plans (water, wastewater, storm drain, public right-of-way improvements); and Zoning review (zoning code compliance).

On-Call Plan Review Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO, CA

Plan Check Engineer. Mr. Lyle is part of the team providing plan review services for the County of San Bernardino. Services include review of single-family residential projects, including new and existing construction; commercial structures, including tenant improvements; new construction; renovations; and industrial projects.

On-Call Plan Check & Inspection Services

CITY OF SAN DIEGO | SAN DIEGO, CA

Plan Check Engineer. Mr. Lyle is part of the team contracted by the City of San Diego to provide as-needed engineering and building plan review and inspection services. NV5's first task consisted of providing (rapid) reviews for a backlog of over 150 building construction plans and water quality documents submitted by applicants seeking building permit approval, which was quickly cleared by the NV5 team within one month. With the backlog cleared, the City entered the "maintenance phase," with NV5 assisting with current incoming rapid reviews, making sure that they were being reviewed in a timely manner. During this time, NV5 staff completed over 1,400 rapid reviews for the City and quickly built a strong and successful working relationship with the City and its staff. In 2023, NV5 was awarded a \$2.5M As-Needed Plan Check and Inspection Services contract to supplement City staff and continue assisting the City with maintaining permit processing timeline goals.

CONTACT INFO

thomas.grace@nv5.com

EXPERIENCE

24 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Engineer-in-Training (CA) No. 103177

THOMAS GRACE, EIT

Plan Check Engineer

Mr. Grace is a registered Engineer-in-Training with over 24 years of experience specializing in hydrologic and hydraulic engineering for urban drainage facilities, flood control improvements, floodplain studies and water quality compliance documentation. His work includes preliminary and final engineering design phases, as well as SWPPP and SUSMP documentation. He is skilled in using HEC-RAS, Auto-CAD, WSPG, HEC-HMS, FlowMaster, CulvertMaster, HY-8, CivilCAD, AES Model, Pond Pack, StormCAD, and SWMM.

Project Experience

On-Call Plan Check Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Plan Check Engineer. Mr. Grace is part of the NV5 team providing on-call engineering plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

Drainage Study Reviews

CITY OF BEAUMONT | BEAUMONT, CA

Project Engineer. Performed drainage study reviews on behalf of the City of Beaumont. Duties included drainage study reviews, assuring submitted drainage reports adhered to the City's standards, and providing review comments to be addressed for approval. Projects reviewed include 1010 West 4th Street WQMP, PA 33 Active Adult Development SWPPP Review, Heartland Development Drainage Study, Four Seasons Development Drainage Study, Olivewood Sewer Plans Review, and Any Size RV, Trailer and Boat Storage WQMP.

Plan Review

CITY OF DANA POINT | DANA POINT, CA

Project Engineer. Mr. Grace performed drainage study reviews on behalf of the City. Duties included drainage study reviews, ensuring submitted drainage reports adhered to the City's standards, precise grading and sewer review, and providing review comments to be addressed for approval.

As-Needed Plan Check Services

CITY OF SAN DIEGO | SAN DIEGO, CA

Plan Check Engineer. Mr. Grace is providing as-needed plan review services for the City. NV5's first task consisted of assisting the City with expedited (rapid) reviews for a backlog of over 150 building construction plans and water quality documents submitted by applicants seeking building permit approval.



CONTACT INFO

j.braley@nv5.com

EXPERIENCE

45 years

EDUCATION

General Education courses

Land Survey courses

Land Surveying Fundamentals

AutoCAD Level 1 & Level 2

Global Positioning Survey course

GIS course

LICENSES/ CERTIFICATES

Professional Land Surveyor (CA) No. 8446

Professional Land Surveyor (NV) No. 19903

J BRALEY, PLS

Plan Check (Survey)

Mr. Braley has more than 45 years of experience as a Land Surveyor in California, Oregon, Washington, Nevada, and Virginia for public works agencies, institutional agencies, and private land developers. He has a strong background in right-of-way mapping, boundary and title-related issues as well as topographic surveys, horizontal and vertical control, final monument and construction staking. Mr. Braley was the survey project manager on several large projects including the mapping for over 100 sections, resolving the boundaries on over 1,800 parcels within those sections and resolved boundaries for 30 miles of the Los Angeles Aqueduct.

Project Experience

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Plan Check Engineer. Mr. Braley is part of the team providing professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheets for BMPs tracking through the various stages of development). NV5 also performs various Traffic Engineering Services such as review and recommendation and/or approval for Traffic Impact Analyses for public/private projects, warrant studies for traffic signal and/or stop signs installations, and various other related tasks.

On-Call Plan Check Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Plan Check Engineer. Mr. Braley is part of the NV5 team providing on-call engineering plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

Olivewood Development

TAYLOR MORRISON | BEAUMONT, CA

Olivewood is a 982-Lot, 12-phase subdivision project by William Lyon Homes. His team provided design surveying to include aerial and ground-specific topographic mapping, on/off-site street dedication easements, and construction staking for all 12 phases.



CONTACT INFO

jay.fahrion@nv5.com

EXPERIENCE

43 years

REGISTRATIONS

Professional Land Surveyor (CA) No. 8207

AQMD PM-10 Certificate

JAY FAHRION, PLS

Plan Check (Survey)

Mr. Fahrion has over 43 years of surveying and mapping experience in Northwest New Mexico and Southern California. He worked in the public sector for San Juan County Public Works in Aztec, New Mexico, for eight years, and his duties included right-of-way surveys and acquisitions, topographic surveys, and construction staking. His experience includes boundary surveys, ALTA surveys, topographic surveys, construction staking, preparing and processing record of surveys, corner records, and parcel maps. His duties also include daily assignment of field and office work, managing field and office personnel, proposal preparation, and client development.

Project Experience

On-Call Public Works Inspection and Plan Check Services CITY OF BEAUMONT, CA

Acting City Surveyor. Mr. Fahrion is the Acting City Surveyor for the City of Beaumont under contract with NV5. Mr. Fahrion's responsibilities include review of all Tract Maps, Parcel Maps, Lot Line Adjustments and Certificate of Corrections prepared in the City. Sign and seal all documents and maps that are required in the duties of the City Surveyor. NV5 reviews all plans and associated technical reports for clarity, format, completeness, and conformance to the City's grading and roadway criteria, industry-standard design procedures, permit requirements, and conditions of development. Reviews include improvement, grading, and erosion control plans; sewer and storm drain plans; hydrology and hydraulic reports; water quality reports; geotechnical reports; structural calculations; and cost estimates.

On-Call Plan Checking

CITY OF SANTA CLARA | SANTA CLARA, CA

Acting City Surveyor. Mr. Fahrion's responsibilities included review of all Tract Maps, Parcel Maps, Lot Line Adjustments, Lot Mergers, Record of Surveys and Certificate of Corrections prepared in the City. Other duties include preparing legal descriptions and plats for City projects. Sign and seal all documents and maps that are required in the duties of the City Surveyor.

On-Call Plan Checking

TOWN OF PORTOLA VALLEY | PORTOLA VALLEY, CA

Acting Town Surveyor. Mr. Fahrion is the Acting Town Surveyor for the Town of Portola Valley under contract with NV5. Mr. Fahrion's responsibilities include review of all Tract Maps, Parcel Maps, Lot Line Adjustments, Lot Mergers, Record of Surveys and Certificate of Corrections prepared in the Town. Other duties include preparing legal descriptions and plats for town projects. Sign and seal all documents and maps that are required in the duties of the Town Surveyor.



CONTACT INFO

clark.shen@nv5.com

EXPERIENCE

40 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. 24054

Structural Engineer (CA) No. 2177

International Code Council Certification No. 8296933

Building Plans Examiner

Residential Plans Examiner

Commercial Building Inspector

Residential Building Inspector

Accessibility Inspector/
Plans Examiner

AFFILIATIONS

Vice President, CA Counties A&E Associates (2005-2008)

International Building Code (ICC) Council - Governmental Membership

CA Building Officials (CALBO) 2015, 2016 Structural Safety Committee



Y. CLARK SHEN, PE, SE

Plan Check Engineer

Mr. Shen has more than 40 years of experience in the engineering design and management of private and public sector projects. He has overseen plan checking, inspection and permit counter staff for various cities and has extensive experience managing personnel and contracts, including providing contract administration/compliance and quality assurance and control for contracts where he oversaw staff and construction management firms in managing capital improvement projects, including the construction and renovation of public libraries, fire stations, jails, courthouses, laboratories, office buildings, animal care facilities, an emergency operations center, parking structures, and parks and beach facilities.

Project Experience

Citywide Plan Check Review Services

CITY OF VENTURA | VENTURA, CA

Structural Plan Reviewer. Mr. Shen is providing plan review services for this as-needed contract. The NV5 team is contracted by the City of Ventura to provide on-call plan check review services including: Building Code review (plumbing, mechanical, electrical, energy, green, structural, architectural, and accessibility); Fire Code review; Regional Stormwater requirements (MS-4, SWPPP); Civil (rough grading, fine grading); Public Improvement Plans (water, wastewater, storm drain, public right-of-way improvements); and Zoning review (zoning code compliance).

On-Call Plan Review Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO, CA

Structural Plan Reviewer. Mr. Shen is providing plan check review services for the County of San Bernardino. Services include review of single-family residential projects, including new and existing construction; commercial structures, including tenant improvements; new construction; renovations; and industrial projects.

On-Call Plan Check Services

CITY OF SAN DIEGO | SAN DIEGO, CA

Structural Plan Reviewer. Mr. Shen is providing plan review services for this as-needed contract. NV5's first task consisted of providing (rapid) reviews for a backlog of over 150 building construction plans and water quality documents submitted by applicants seeking building permit approval, which was quickly cleared by the NV5 team within one month. With the backlog cleared, the City entered the "maintenance phase," with NV5 assisting with current incoming rapid reviews, making sure that they were being reviewed in a timely manner. During this time, NV5 staff completed over 1,400 rapid reviews for the City and quickly built a strong and successful working relationship with the City and its staff. In 2023, NV5 was awarded a \$2.5M As-Needed Plan Check and Inspection Services contract to supplement City staff and continue assisting the City with maintaining permit processing timeline goals.

CONTACT INFO

eric.rodriguez@nv5.com

EXPERIENCE

20+ years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. C56757

Structural Engineer (CA) No. S4617

ERIC RODRIGUEZ, PE, SE

Plan Check Engineer

Mr. Rodriguez has more than 20 years of project engineering and structural design experience. His experience encompasses a variety of projects, including power plants, schools, health care facilities, industrial, and commercial facilities. He also has conducted structural code compliance reviews of various power plant structures, non-building structures, and commercial and retail structures. His levels of involvement have included preparation and review of proposals, preparation and review of structural drawings, supporting calculations, and specifications, as well as construction support.

Project Experience

Citywide Plan Check Review Services

CITY OF VENTURA | VENTURA, CA

Plan Reviewer. Mr. Rodriguez is part of the team providing on-call plan check review services, including Building Code review (plumbing, mechanical, electrical, energy, green, structural, architectural, and accessibility); Fire Code review (fire alarms, fire sprinkler systems); Regional Stormwater requirements (MS-4, SWPPP); Civil (rough grading, fine grading); Public Improvement Plans (water, wastewater, storm drain, public right-ofway improvements); and Zoning review (zoning code compliance). Plans are transmitted and reviewed utilizing the City's electronic system, Energov supported by Tyler Technologies.

On-Call Plan Review and Inspection Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO, CA

Plan Reviewer. Mr. Rodriguez is part of the team providing on-call plan review and inspection services for projects located within the County limits. Our team of engineers and plans examiners review single-family residential projects, including new and existing construction, commercial structures, including tenant improvements, new construction, and renovations, and industrial projects. Projects are reviewed for compliance with the current editions of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, development approvals, and other pertinent local, state, and federal regulations falling within the purview of the Building Official.

On-Call Plan Check and Inspection Services

CITY OF SAN DIEGO | SAN DIEGO, CA

Plan Reviewer. Mr. Rodriguez is part of the team providing as-needed plan review and inspection services. Services provided under this contract include Building Plan Review and Engineering Plan Check Services, including plans for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right-ofway, and Building Inspection Services.



CONTACT INFO

gerald.tom@nv5.com

EXPERIENCE

35 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. 51209

Traffic Engineer (CA) No. 2541

GERALD TOM, PE, TE

Plan Check Engineer

Mr. Tom has 35 years of progressive experience in design, technical specifications preparation, construction management, project management and personnel management. He has a thorough understanding of project management from the planning and design phases through the construction phase. His tasks have included preparing schedules, project budgets and materials and labor specifications, as well as coordinating with multiple stakeholders. He has held various positions at cities, for which he has managed capital improvement programs, reviewed and approved plans and managed construction of contract work for compliance with plans and specifications.

Project Experience

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Plan Check Engineer. Mr. Tom is part of the NV5 team providing professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheet for BMPs tracking through the various stages of development). NV5 is also performing various Traffic Engineering Services such as review and recommendation and/ or approval for Traffic Impact Analyses for public/private projects, warrant studies for traffic signal and/or stop signs installations, and various other related tasks.

On-Call Plan Check Services

CITY OF EL MONTE | EL MONTE, CA

Plan Check Engineer. Mr. Tom provides plan check services for various land development projects for the City. Our team is contracted with the City of El Monte to provide plan check/review services and staff support to oversee the construction of various CIP projects and wireless communications facilities. Reviews include grading, soils report reviews, sewer, water, and storm drain improvements, hydrology reports, SWPPPs, Low Impact Development, street improvement plans, parcel/tract maps, easements and lot line adjustments.



CONTACT INFO

james.miller@nv5.com

EXPERIENCE

19 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. 82522

AFFILIATIONS

American Society of Civil Engineers (ASCE)

American Public Works Association (APWA) Awards Chair 2013-2019

Adjunct Professor, Civil Engineering, San Diego State University, 2014

Aztec Mentoring Program, San Diego State University, 2013-present

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JAMES MILLER, PE

Plan Check Engineer

Mr. Miller has over 19 years of experience in the traffic and transportation disciplines, including projects involving roadways, bridges, and other specialty civil projects. He has applied his traffic design expertise to major streetscape and multimodal projects for municipal and state agencies. His experience, combined with his knowledge of current standards and best practices, provides his clients with insightful, effective design solutions.

Project Experience

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Plan Check Engineer. Mr. Miller is part of the NV5 team providing professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheet for BMPs tracking through the various stages of development). NV5 is also performing various Traffic Engineering Services such as review and recommendation and/ or approval for Traffic Impact Analyses for public/private projects, warrant studies for traffic signal and/or stop signs installations, and various other related tasks.

On-Call Plan Check and Inspection Services

CITY OF SAN DIEGO | SAN DIEGO, CA

Plan Reviewer. Mr. Miller is part of the team providing as-needed plan review and inspection services. Services provided under this contract include Building Plan Review and Engineering Plan Check Services, including plans for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right-ofway, and Building Inspection Services.

CityPlace Development - Phase I Plan Check

CITY OF SANTA CLARA | SANTA CLARA, CA

Senior Project Manager. Mr. Miller served as Senior Project Manager responsible for reviewing traffic signals, signing and striping, and street lighting design plans and photometrics prepared by others, on behalf of the City of Santa Clara. Mr. Miller reviewed the plans to assure conformance with the California MUTCD and Caltrans Standard Plans. Mr. Miller worked closely with the City of Santa Clara to understand the City's concerns and design standards and best practices and provided comments to the designers.

CONTACT INFO

gene.custenborder@nv5.com

EXPERIENCE

40 years

EDUCATION

B.S. Geology

LICENSES

Registered Geologist (CA) No. 3992

Certified Engineering Geologist (CA) No. 1319

GENE CUSTENBORDER, PG, CEG

Plan Check Engineer

Mr. Custenborder's experience includes geotechnical feasibility studies and geotechnical investigations for public works, commercial and residential works projects in many types of terrain. He has performed geotechnical studies for roadways, railways, tunnels, pipelines, water tanks and two rockfill dams. He has evaluated potential geologic hazards due to landslides, slope instability, coastal processes, surface fault rupture, liquefaction and seismic shaking. Geologic investigative techniques include field mapping, in-hole and up-hole geologic logging and sampling of borings and trenches, cone penetration testing (CPT), seismic refraction surveys, various technical computer applications and aerial photographic analyses of landforms. Mr. Custenborder has performed geotechnical peer reviews for various municipal agencies

Project Experience

Geotechnical Reviews

VARIOUS MUNICIPALITIES

Mr. Custenborder has provided geotechnical peer review services for the following agencies: City of San Diego, City of National City, City of Santee, City of Encinitas, City of Poway, City of Menifee, City of San Bernardino, and City of Carlsbad. The peer review services consisted of reviewing the work products (geotechnical reports) of other geotechnical consultants and to provide an opinion as to whether the geotechnical aspects of proposed projects had been appropriately identified, analyzed, addressed and reported. If deficiencies were identified, recommendations were made to the municipalities to request additional analyses from the consultants.

Plan Check Services

CITY OF DANA POINT | DANA POINT, CA

Plan Check Engineer. NV5 serves as an extension of City staff to review projects involving grading, street and drainage improvements, building foundations and retaining walls, and parcel/tract maps for conformance with City standards, regional, and state regulations, and generally accepted engineering design practices.

Citywide Plan Check Review Services

CITY OF VENTURA | VENTURA, CA

Plan Reviewer. Mr. Custenborder is providing geotechnical review as part of the team providing on-call plan check services for the City. Reviews include Building Code review (plumbing, mechanical, electrical, energy, green, structural, architectural, and accessibility); Fire Code review (fire alarms, fire sprinkler systems); Regional Stormwater requirements (MS-4, SWPPP); Civil (rough grading, fine grading); Public Improvement Plans (water, wastewater, storm drain, public right-of-way improvements); and Zoning review (zoning code compliance).



CONTACT INFO

scott.moors@nv5.com

EXPERIENCE

31 years

EDUCATION

B.S. Geological Sciences

LICENSES/ CERTIFICATES

Professional Geologist No. 6100

Certified Engineering Geologist No. 1901

Certified Hydrogeologist No. 607

AFFILIATIONS

American Concrete Institute

American Society of Civil Engineers

Association of Environmental & Engineering Geologists

American Public Works Association

California Asphalt Pavement Association

California Council of Testing and Inspection Agencies

NV5

SCOTT MOORS. PG, CEG, CHG

Plan Check Engineer

Mr. Moors has a 30-plus-year, wide-ranging career dedicated to upholding the highest standards of technical quality and client service. He is an experienced, multi-disciplinary business and project manager with notable expertise in geotechnical engineering, construction quality assurance, materials testing, seismic hazard evaluation, geotechnical review, landslide studies, groundwater studies, pavement evaluation, and environmental remediation.

Project Experience

Municipal Geotechnical Reviewer - 12 Cities

MUNICIPAL REVIEW | 12+ CITIES AND COUNTIES - SO. CAL.

Principal Geologist – Geotechnical Reviewer for cities of Simi Valley, Malibu, Santa Monica, Agoura Hills, Moorpark, Santa Clarita, Calabasas, Oxnard, Hidden Hills, Thousand Oaks, Ventura County, Santa Barbara County. Authored Geotechnical Review Guidelines for multiple cities.

Riverpark Geotechnical & Smara Reviewer

GEOTECHNICAL - MUNICIPAL REVIEW | OXNARD, CA

Project Manager. Mr. Moors served as lead technical reviewer of the geotechnical reports and SMARA Reclamation for the Riverpark development in Oxnard.

Mitchell Road Interchange Improvements

CITY OF CERES | CERES, CA

Project Manager. Mr. Moors planned and managed geotechnical studies for locally funded, Caltrans-oversight interchange improvements on SR-99. The project included replacement of Service Road Overcrossing on SR-99 with an innovative diverging diamond interchange. Geotechnical investigations included 60 borings and CPTs for 6 bridges and 5,000 LF retaining walls.

Westside Parkway Freeway Construction

BAKERSFIELD, CA

Project Manager. Mr. Moors served as Project Manager for Construction Materials Engineering and Testing services for the \$125M Westside Parkway freeway construction project. Construction included 6.4 miles of Jointed Plain Concrete Pavement (~37 lane miles), 10 bridges, including two bridges over the Kern River, 6 full interchanges, sound walls and numerous appurtenant structures and facilities. All testing was performed in conformance with Caltrans requirements. Turn-around time for production testing reports averaged 24 hours. Mr. Moors provided management and technical oversight of all materials testing and inspections work.

CONTACT INFO

nona.espinosa@nv5.com

EXPERIENCE

33 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA) No. 60547

Certificate Erosion Control Compliance with NPDES Phase II - APWA

Certificate Fundamentals of Erosion Control & Rolled Erosion Control Pro - John Towns & Associates, Inc.

AFFILIATIONS

APWA

NONA ESPINOSA, PE

Plan Check Engineer

Ms. Espinosa brings 33 years of experience as a design engineer in numerous water resource projects. She has performed hydrology and hydraulic analysis of storm systems as well as hydraulic calculations to determine pipe size, flow demands, capacities, and other pertinent data for sanitary sewer and water systems. Her designs include erosion control sites, hydraulic structures, sanitary sewer systems, water systems, pump stations, wastewater and drainage systems, and a snow-making system. Ms. Espinosa is skilled in a number of modeling and engineering design programs, including AutoCAD, Cybernet, WaterCAD,H2Onet, Flow Master, Culvert Master, StormCAD, XPSWMM, PondPack, HEC-RMS, HEC-RAS, HEC-1, HEC-HMS, HEC-2, FAAST, and Primavera.

Project Experience

Civil & Water Quality Management Plan Check Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO, CA

Plan Check Engineer. Ms. Espinosa is part of the team providing engineering development review services for a variety of projects ranging from single-family developments to large, multiphase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviewed Hydraulic and Hydrologic Analyses, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans.

On-Call Plan Check Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Plan Check Engineer. Ms. Espinosa is part of the NV5 team providing on-call engineering plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

Plan Check Services

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Plan Check Engineer. Ms. Espinosa is part of the NV5 team providing on-call engineering plan check services to the City of Desert Hot Springs. Services include the review of grading and improvement plans, hydrology and hydraulic reports, geotechnical reports, water quality treatment and erosion control, title documents and review against project conditions of approval for residential, commercial and industrial development applications.



CONTACT INFO

qiao.zhou@nv5.com

EXPERIENCE

2 years

EDUCATION

M.S. Environmental Engineering

B.S. Environmental Science

LICENSES/ CERTIFICATES

Engineer-in-Training (CA) No. 173660

QIAO ZHOU, EIT

Plan Check Engineer

Ms. Zhou is an E.I.T. with experience with hydrologic and hydraulic (H&H) studies, drainage studies, risk and uncertainty analysis, sediment transport and water quality studies, coastal and riverine flood hazard analysis and mapping, and wastewater treatment process design. She has experience in civil infrastructure design using AutoCAD, Civil3D, Biowin, and Revit. She is proficient in ArcGIS, Python and Matlab, and she is familiar with H&H models such as 1D/2D HEC-RAS, XPSWMM, SWMM, HEC-HMS, CivilDesign, FLO-2D, and MODFLOW.

Project Experience

As-Needed Plan Review Services

CITY OF SAN DIEGO | SAN DIEGO, CA

Plan Check Engineer. Ms. Zhou is providing as-needed plan review services for the City. NV5's first task consisted of providing (rapid) reviews for a backlog of over 150 building construction plans and water quality documents submitted by applicants seeking building permit approval, which was quickly cleared by the NV5 team within one month. With the backlog cleared, the City entered the "maintenance phase," with NV5 assisting with current incoming rapid reviews, making sure that they were being reviewed in a timely manner. During this time, NV5 staff completed over 1,400 rapid reviews for the City and quickly built a strong and successful working relationship with the City and its staff. In 2023, NV5 was awarded a \$2.5M As-Needed Plan Check and Inspection Services contract to supplement City staff and continue assisting the City with maintaining permit processing timeline goals. Services provided under this contract include Building Plan Review and Engineering Plan Check Services, including plans for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right-of-way, and Building Inspection Services.

Pechanga Creek Hydraulic Modeling and Mapping CITY OF TEMECULA I TEMECULA, CA

Project Engineer. The Pechanga Creek Comprehensive Watershed Assessment project is needed to cope with climate change under extreme events such as floods. The purpose of the project is to evaluate the flood hazard and flood vulnerability by combing them to assess flood risk. The work includes: (1) Developed the HEC-RAS model through the study reach; (2) provided several storm events flow conditions; (3) analyzed the flooding risk along the creek; (4) analyzed the flow depth, velocity under several storm events; (5) developed the flood risk assessment by the hydraulic simulation; and (6) performed an evaluation of creek biotechnical bank stabilization and restoration options for reaches, provided effective flood protection to the community.



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EXHIBIT B APPROVED FEE SCHEDULE

(SCHEDULE OF HOURLY LABOR RATES AND REIMBURSABLE)

H. SCHEDULE OF HOURLY RATES

Fee Schedule

Rates are effective for the duration of the contract.



ENGINEERING SERVICES	HOURLY RATE**
Principal	\$275
Project Manager	\$225
Plan Check Engineer III	\$195
Plan Check Engineer II	\$175
Plan Check Engineer I	\$150
Traffic Engineer	\$225
Senior Structural Engineer	\$210
Structural Engineer	\$175
SURVEY PROFESSIONAL SERVICES	HOURLY RATE**
Junior Engineer/Planner/Scientist/Surveyor	\$142
Assistant Engineer/Planner/Scientist/Surveyor	\$161
Associate Engineer/Planner/Scientist/Surveyor	\$183
Senior Engineer/Planner/Scientist/Surveyor	\$200
Manager	\$255
Associate	\$272
Principal	\$291
GEOTECHNICAL PROFESSIONAL SERVICES	HOURLY RATE**
Senior Principal Engineer/Geologist	\$245
Principal Engineer/Geologist	\$225
Associate Engineer/Geologist	\$205
Senior Engineer/Geologist	\$185
Project Engineer/Geologist	\$155
Senior Staff Engineer/Geologist	\$135
Staff Engineer/Geologist	\$120
Senior CQA Manager	\$170
CQA Manager	\$150
Field Supervisor	\$150
Administration Staff	\$75

^{**} Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.

EXHIBIT C TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

- 1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
- 5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

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- 7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
- 8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.
- 10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- 11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the Professional Services Agreement **NV5**, **INC**. Page 19 of 19

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.
- 13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

AGREEMENT NO. _____ PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND JOHN L. HUNTER AND ASSOCIATES

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and John L. Hunter and Associates, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

- 2.1 City has determined that it requires professional services from a consultant to provide on-call plan check services.
- 2.2 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. 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 performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in the Consultant's December 12, 2023 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's December 12, 2023 proposal to City attached hereto as Exhibit "B."

3.3	"Commencement Date" :	February 13, 2024

3.4 "Expiration Date": June 30, 2029

4. <u>TERM</u>

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), unless specifically approved in advance, in writing, by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. <u>COMPENSATION</u>

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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 Consultant.
- 6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City of Pico Rivera business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and

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17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date of this Agreement if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Jillian Brickey, Director, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made to Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent Contractor. Consultant shall have no power to incur any debt, obligation, or liability on

Professional Services Agreement **JOHN. L HUNTER & ASSOCIATES** Page 4 of 19

behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.
- 12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.
- 12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

13. 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 and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

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No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. <u>INDEMNIFICATION</u>

- 15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify 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.
- 15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. 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.
- 15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 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.
- 15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives

Professional Services Agreement **JOHN. L HUNTER & ASSOCIATES** Page 6 of 19

its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants 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 and expert witness fees and consultant fees.

15.6 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.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. <u>INSURANCE</u>

- 16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:
 - 16.1.1.1 Premises, operations, and mobile equipment
 - 16.1.1.2 Products and completed operations
 - 16.1.1.3 Broad form property damage (including completed operations)
 - 16.1.1.4 Explosion, collapse, and underground hazards
 - 16.1.1.5 Personal Injury
 - 16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

- 16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.

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- 16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- 16.3 The policy or 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.
- 16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.
- 16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant 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.
- 16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

- 16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- 16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

- 17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.
- 17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three 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.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20.NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

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If to City:

Steve Carmona, City Manager City of Pico Rivera PO Box 1016 6615 Passons Blvd. Pico Rivera, California 90660-1016 If to Consultant:

Jillian Brickey, Director John L. Hunter and Associates 6131 Orangethorpe Avenue Suite

300

Buena Park, CA 90620

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney 13181 Crossroads Parkway North Suite 400 - West Tower City of Industry, CA 91746

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant 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 Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

- 25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.
- 25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

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25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

- 26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
- 26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

- 27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.
- 27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

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In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Professional Services Agreement **JOHN. L HUNTER & ASSOCIATES** Page 14 of 19

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY" CITY OF PICO RIVERA	"CONSULTANT" John L. Hunter and Associates
Andrew C. Lara, Mayor	Jillian Brickey, Director
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:
Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney

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EXHIBIT A SCOPE OF SERVICES

ON-CALL PLAN CHECK SERVICES



SERVICES PROPOSAL 2023.12.12

Prepared for: Noe Negrete, P.E.

Director of Public Works

City of Pico Rivera 6615 Passons Blvd.

Pico Rivera, CA 90670-3658

Prepared by: John L. Hunter & Associates

6131 Orangethorpe Ave #300

Buena Park, CA 90620

Jillian Brickey

Project Manager

jbrickey@jlha.net 562.623.5081

Michelle Kim

Technical Lead

mkim@jlha.net 562.623.5101

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1. Letter of Offer

The following section includes a Letter of Offer signed by the person who has the authority to bind the firm to proposals and execute agreements.



December 12, 2023

Noe Negrete, P.E. Director of Public Works City of Pico Rivera 6615 Passons Blvd. Pico Rivera, CA 90670-3658

Subject: Proposal for On-Call Plan Check Services

Dear Noe Negrete:

John L. Hunter and Associates (JLHA) is pleased to submit a proposal to provide professional consulting services, prepared in response to the City of Pico Rivera Request for Proposal (RFP) for on-call plan check services. We welcome the opportunity to provide environmental services to the city.

We are an environmental consulting firm that specializes in servicing municipal cities. We believe we are the best qualified to provide such services to the City of Pico Rivera as we currently implement Municipal NPDES water quality programs to over 40 cities in the Southland. Services provided include administration, program funding (e.g., fees, grants, and other water quality funding programs), compliance planning (e.g., WMPs, TMDLs, and statewide pollutant provisions), control measure implementation (e.g., LID review and inspections, and industrial/commercial facility inspections), and monitoring and reporting. Specific qualifications and experience are detailed in the enclosed package.

The following table lists the items included in *Section 12.A Letter of Offer* of the RFP with our responses.

1	Identification of Consulting firm or	John L. Hunter & Associates, Inc.
	individual, including name, address and	6131 Orangethorpe Ave, Suite 300
	telephone number.	Buena Park, CA 90620
		(562) 802-7880
2	Name, title, address, and telephone number	Jillian Brickey, Project Manager
	of Contact Person.	6131 Orangethorpe Ave, Suite 300
		Buena Park, CA 90620
		(562) 623-5081

3	Federal Tax ID or Social Security No. for firm	330127292
	or individual.	
4	A statement to the effect that the Proposal	This proposal shall remain valid for a period
	shall remain valid for a period of not less	of 90 days from the date of submittal.
	than 90 calendar days from the date of	
	submittal.	
5	Identification of all proposed sub-	We subcontract additional services as
	consultants or subcontractors, including	needed such as water quality monitoring
	legal name of the company, address and	and laboratory analysis, outfall screening,
	contact person.	construction management, computational
		analysis, and design engineering. We do not
		anticipate the need to enlist the assistance
		of sub-consultants to fulfill the scope of
		services. If it is determined that a
		subconsultant is needed to provide a
		specialized task, the City will be notified
		prior to approval.
6	Acknowledgement that Consultant is	We acknowledge receipt of any and all
	obligated by all addenda to this RFP.	addenda issued in association with this RFP.
7	Signature of a person authorized to bind	The person authorized as the point of
	Consulting firm to the terms of the RFP.	contact for a contract resulting from the
		RFP, and who will be responsible for day-to-
		day management of these services is: Jillian
		Brickey.
8	Signed statement attesting that all	All information submitted with the proposal
	information submitted with the Proposal is	is considered true and correct.
	true and correct.	

We welcome the opportunity to offer our services. Please do not hesitate to contact us if you have any questions or would like further information.

Sincerely,

Jillian Brickey

Director

2. Qualifications of the Firm

2.1. Firm Profile

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation founded in 1985. We specialize in assisting cities implement water quality and conservation programs. This includes NPDES/pollution prevention, watershed management, sewer spill prevention, water conservation, and recycling. Services include administration, planning, reporting, and funding, as well as inspections, engineering, monitoring, and public education.

JLHA consists of 19 full-time staff and 5 part-time staff. This includes 1 principal, 2 directors, 5 project managers, 5 engineers, 12 field inspectors, 3 project analysts, and 2 administrative staff. All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California.

2.2. Financial Condition

We continue to experience growth while maintaining strong financial performance. The company is in position to maintain its growth due to the management team's significant experience in environmental consulting, an excellent reputation in the industry and ability to provide a wide scope of services. There are currently no conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess off twenty-five thousand dollars for or against the firm, planned office closures or mergers, etc.) that may impede our ability to provide these on-call services.

2.3. Relevant Firm Experience

Our experience in Municipal NPDES begins with the inception of MS4 Permits in the 1990s. Table 1 is a complete list of NPDES services we provide to current municipal clients, which are similar to the one proposed in the RFP. This includes:

- 38 cities, 4 watershed management groups: Program administration or technical support,
- 18 cities: Grant and SCWP Program project application or administration,
- 38 cities: Field services such as BMP compliance inspections,
- 23 cities: Plan review and approval, including LID Plans, WQMPs, and SWPPPs,
- 39 cities, 3 WMGs: Reporting (e.g., annual, TMDL, or watershed reports), and
- 37 cities and 3 watershed groups: Staff training.

Recent and relevant projects include:

- Submitting over 20 applications for SCWP infrastructure project funding (2019-current).
- Applying for and obtaining a Prop 1 Stormwater grant (Urban Orchard in South Gate, 2018) and administering a Prop 1 grant (Ford Park in Bell Gardens, current).
- Updating Watershed Management Programs (WMPs) for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), Nearshore (Long Beach), and Peninsula Cities WMGs (2021).

- Assisting with the implementation of the Trash TMDL DGR Study for 24 local municipalities in the Santa Monica Bay, Machado Lake, Ballona Creek, and Los Angeles River watersheds.
- Assisting with the implementation of the Statewide Trash Provisions for 22 local municipalities.
- Representing the Cities of Glendale, Diamond Bar, and Villa Park in MS4 NPDES compliance audits conducted by the Regional Water Board and Federal EPA staff in 2019 and 2020.
- Managing ongoing BMP inspection programs at over 10,000 sites.

Our interagency compliance planning experience includes serving as the lead consultant for the development of the WMPs for the LLAR, LSGR, Nearshore, and Peninsula Cities watershed management groups (WMGs). This included oversight of the development of Coordinated Integrated Monitoring Programs (CIMPs). Together the member agencies of these Watershed Groups represent 20 MS4 NPDES Permittees. We also serve as the consultant team lead for the Nearshore, LLAR, LSGR, and Peninsula Cities WMGs. Services include administering monitoring activities, overseeing the development of and submitting funding applications for Safe Clean Water Program projects, preparing watershed annual reports, holding technical committee meetings, and implementing other relevant tasks such as feasibility studies. We also represent municipal clients in WMGs for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel, Ballona Creek, Beach Cities, and Los Cerritos Channel. In Orange County we represent six municipal clients in WMG planning activities led by the Orange County Public Works.

2.4. Strength and Stability

JLHA's strength is evident in its continued growth over the last 15 years. Through this growth phase JLHA has retained its existing municipal NPDES clients while adding additional clients. This trend of growth and retention is visible by viewing the "Years of Service" column in Table 1. The trend is due in part to the growing reputation of JLHA's key personnel. The key personnel in question include members of the Proposed Staffing for this proposal. JLHA has leveraged its reputation to attract highly qualified new personnel, which has added to both the strength and stability of the firm.

The internal stability of JLHA is reinforced by its hierarchy, which includes five managers and two directors in addition to its principal and majority owner, John Hunter. Jillian Brickey and Cameron McCullough (listed on the Proposed Staffing) are co-owners. The stability of the firm in terms of its ability to provide technical services is reinforced by its "matrix" organizational structure, wherein project managers and supporting technical staff are trained and experienced in a number of NPDES sub- programs. This means that JLHA has more than one expert for any NPDES sub-program, and that any member of an existing Proposed Staffing can be replaced with an existing employee that is comparably trained and experienced.

Table 1. Summary of Municipal NPDES Services Currently or Recently Provided

Table 1. Sumr	nary or	Munici	раг мег	JES Ser	vices C	urrenti	or Rec	ently P	rovided	1	
Municipal NPDES Client	Years of service	Administrative or Technical support	Plan Review	Field Inspections	Public Outreach	Training	Funding Assistance	Project or Compliance Planning	Trash Studies	Monitoring oversight	Reporting
Arcadia	29	×		×	×	×	×		×		×
Artesia	10	×		×	×	×	×	×			×
Baldwin Park	4	×		×	×	×	×	×			×
Burbank	7	×				×	×	×	×		×
Cerritos	9			×			×				×
Compton	4	×				×	×			×	×
Covina	16	×	×	×		×					
Culver City	1	×	×	×	×	×	×	×	×	×	×
Diamond Bar	17	×	×	×	×	×	×	×			×
Downey	13	×	×	×	×	×	×	×	×		×
Fullerton	7	×				×	×				×
Glendale	11	×		×		×	×		×		×
Hawaiian Gardens	12	×	×	×	×	×	×	×			×
Hawthorne	24	×		×	×	×	×				×
Hermosa Beach	4	×		×	×	×	×	×			×
Inglewood	9	×		×	×	×	×		×		×
La Habra	13	×	×	×	×	×	×				×
La Mirada	7	×		×			×				×
Laguna Woods	4		×	×				×			
Lakewood	9			×			×				×
Lomita	9	×		×	×	×	×	×			×
Long Beach	10	×		×	×	×	×	×	×	×	×
Los Angeles	1	×		×							
LCC WMG	10	×				×		×		×	
Lower LA River WMG	11	×				×	×	×		×	×
Lower San Gabriel River WMG	11	×				×	×	×		×	×
Lynwood	10	×	×	×	×	×	×	×	×		×
Manhattan Beach	14			×							
Monterey Park	19	×	×	×	×	×	×	×	×		×
Norwalk	14	×	×	×	×	×	×	×			×
Paramount	10	×	×	×	×	×	×	×	×		×
Pasadena	9	×	×	×		×	×	×	×		×
Palos Verdes Peninsula WMG	11	×						×		×	×
Pico Rivera	8	×			×	×	×		×		×
Placentia	11	×	×	×		×	×				×
Rancho Palos Verdes	30	×	×	×	×	×	×	×	×		×
Rolling Hills	15								×		×
Santa Fe Springs	8		×	×							
Seal Beach	19	×	×	×	×	×	×				×
Signal Hill	39	×	×	×	×	×	×	×	×		×
South El Monte	7	×	×	×	×	×	×	×	×		×
South Gate	33	×	×	×	×	×	×	×	×		×
South Pasadena	19	×		×	×	×	×	×	×		×
Stanton	17	×	×	×	×	×	×				×
Temple City	21	×	×	×	×	×	×	×	×		×
Upper Los Angeles WMG	4	×						×			
Villa Park	11	×	×	×	×	×					×
West Covina	9	×	×	×	×	×	×	×			×
West Hollywood	29	×	×	×		×	×	×	×		×
Whittier	10	×		×	×	×	×	×			×
TOTALS (out of 50)		44	24	40	29	40	40	30	20	7	43

3. Proposed Staffing

Table 2 lists the key personnel for this project and their typical project roles. See the Resumes Section for the experience, credentials, and education of the project team.

The Project Manager and key personnel will be available and remain assigned to the extent proposed for the duration of the contract. No person designated as "key" shall be removed or replaced without the proper written concurrence of the City. If changes occur, we will furnish the revised Project Team information provided in this proposal.

		Table 2. 1 Toject Team Rey Fersonner and Roles	Team	
Project Title	Team Member Information			
Project Manager	Name	Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR	DN4	
	Roles	Point-of-contact, manages services implementation and budget	PM	
Technical	Name	Michelle Kim, MSE, CPSWQ, QSD	PM	
Lead	Roles	Point-of-contact, manages services	FIVI	
Technical	Name	Cameron McCullough, MS, CPSWQ, QSD/P, IGP ToR	PM	
Lead	Roles	Alternate point-of-contact, as-needed project implementation	PIVI	
Dringing	Name	John Hunter, PE	Pri	
Principal	Roles	As-needed project implementation	PII	
Staff	Name	Chris Chew, PE, QSD/P	SE	
Engineer	Roles	Plan review and engineering oversight	36	
Project	Name	Michelle Staffield, PE, MSE, CPSWQ, QSD	PE	
Engineer	Roles	Plan review, LID inspections support	PC	
Technical Lead	Name	Hugo Garcia, CPSWQ, CESSWI, QSD/P	aPM	
	Roles	Assists in services implementation	arivi	
Compliance Specialist	Name	Franz Anunciacion	CS2	
	Roles	LID inspections	C32	

Table 2. Project Team Key Personnel and Roles

4. Consultants and/or Sub-consultants

We subcontract additional services as needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, computational analysis, and design engineering. We do not anticipate the need to enlist the assistance of sub-consultants to fulfill the scope of services. If it is determined that a subconsultant is needed to provide a specialized task, the City will be notified prior to approval.

¹ Rates are based on company titles, as identified in the resumes. aPM: Assistant Project Manager, CS2: Compliance Specialist II, PE: Project Engineer, PM: Project Manager, Pri: Principal, SE: Staff Engineer. See Section 7. Schedule of Hourly Rates for more information.

5. Work Approach

We welcome the opportunity to provide on-call plan check services to the City of Pico Rivera, prepared in response to the Request for Proposal (RFP). This section details the approach to complete the Scope of Work (SOW). This proposal is considered valid for a period of ninety (90) days from the date of submittal.

5.1. Understanding and Approach

This understanding and approach is in response to RFP scope of services items A (as it relates to NPDES concerns), B.5, B.8-B.10 (as they relate to NPDES concerns, such as SWPPPs and LID Plans), C, D.1.vi, E, and K. These items all relate to NPDES requirements, which is our firm's specialty.

We understand that following the requirements of the Los Angeles MS4 NPDES Permit improves and protects local surface water quality. We also understand that noncompliance with these requirements can result in fines issued by the Regional Board, or third-party litigation (as allowed by the Clean Water Act). Our understanding comes from years of experience both implementing the provisions of MS4 Permits and interpreting the specific intent of these regulations through communications and audits with Regional Board staff.

We also understand that the MS4 Permit's Planning and Land Development section—which details the Low Impact Development (LID) Plan review process—is one of the most complicated and high-profile programs within the Permit. As such we 1) provide thorough training to our LID plan review staff and 2) incorporate a comprehensive QA process to ensure our clients maintain compliance.

We are attentive to the concerns of the Regional Water Quality Control Boards (RWQCB), having represented cities in program audits with Regional Board staff on multiple occasions. This includes program audits in Big Bear Lake, Diamond Bar, Seal Beach, Stanton, and Villa Park. We understand that the Regional Boards audit and fine Permittees under the local MS4 NPDES Permit and, as such, adherence to the Permit and the concerns of Regional Board staff is paramount.

We understand that compliance with the MS4 NPDES program is a challenge for smaller municipalities. The program includes many unrelated sub-programs, each of which can affect more than one City division. This includes laborious and technically specialized requirements involving Low Impact Development implementation, TMDL compliance, and field inspections. There is also no scaling-down of these responsibilities for smaller cities. As described in Table 3, we have developed an approach to aid our clients in navigating through the turbid waters (so to speak) of MS4 NPDES regulation.

DED	rable 3. Understanding and Approach					
RFP	Description					
Task						
Α	Assist staff with development of Conditions of Approval for new or redevelopment					
^ \	projects.					
	We can provide this service as it relates to NPDES concerns. We have assisted a number					
	of cities in LA County with the development of Conditions of Approval, and as such is well					
	suited to provide the same service to City staff.					
	Review, including, but not limited to, the following plans:					
	, 3,					
	1. Subdivision maps, parcel/tract maps, lot line adjustments and legal descriptions					
	for conformance with local and state ordinances and laws					
	2. Grading plans including preliminary grading, mass grading, rough grading, and					
	precise grading plans					
	3. Street Improvement Plans including street widening, rehabilitation, and new					
_	street plans					
В	4. Utility Improvement Plans					
	5. Storm Water Quality Management Plans					
	6. Hydrology and Hydraulic Calculations and Reports					
	7. Engineer's Cost Estimate for the related items of work for bonding and fee					
	purposes					
	8. Engineer's Reports including Storm Water Pollution Prevention Plans					
	9. Erosion and Sediment Control Plans 10. Geotechnical report review					
	11. Sewer Capacity Studies					
	We can provide this service as it relates to NPDES concerns under items B.5, and B.8-					
	B.10 . We are familiar with reviewing LID Plans following the standards of the Los Angeles					
	County area-wide MS4 Permit, City Ordinances and State Law, and currently provide					
	these services to 24 municipal clients in LA and Orange County. See Table 1 in Section 2 of this proposal for a list of specific clients and years of service.					
	Assist the City in reviewing plans for compliance with the MS4 Permit and City					
С	ordinances, including Low Impact Development Plan (LID) and other development					
	planning environmental documents.					
	We will review LID Plans, verify conformance with the criteria of MS4 Permit Part VIII.F,					
	provide correction sheets to indicate corrections required to achieve conformance, meet					
	and correspond with project applicants and engineers, and approve plans. We currently					
	provide these services to 24 municipal clients in LA and Orange County. See Table 1 in					
	Section 2 of this proposal for a list of specific clients and years of service.					
	The task for the plan reviewer includes:					
	·					
D	1. Review for design conformance to:					
	i. Approved Tentative Map					
	ii. Related Specific Plans					
	ii. neiateu specific rialis					

	Table 3. Understanding and Approach				
RFP Task	Description				
	iii. General Plan and City Ordinances				
	iv. Conditions of Approval				
	v. City Standards				
	vi. Regional Storm Water Requirements				
	vii. Americans with Disabilities Act (ADA) Standards				
	viii. Other Agency Requirements such as Pico Rivera Water Authority (PRWA),				
	Los Angeles County Design Manuals and State Water Resources Control				
	Board (SWRCB)				
	Review general calculations and design criteria				
	3. Recommend redesign of any portion of plans that:				
	i. Will not function due to poor engineering				
	ii. Does not meet the industry standard of care				
	iii. Is not consistent with the Approved Tentative Map or Conditions of				
	Approval.				
	iv. Will be potentially unsafe to the public				
	v. Is impractical to construct				
	We can provide this service as it relates to NPDES concerns under item D.1.vi. We are				
	familiar with reviewing LID Plans, Stormwater Pollution Prevention Plans (SWPPPs), and				
	NPDES-related plans following the standards of the Los Angeles County area-wide MS4				
	Permit, City Ordinances and State Law, and currently provides these services to 23				
	municipal clients in LA and Orange County. See Table 1 in Section 2 of this proposal for a list of specific clients and years of service.				
	Conduct field inspections during construction of LID systems and ensure post-				
E					
-	construction controls are properly designed to reduce the discharge of pollutants into stormwater and to keep in line with the overall goal of the MS4 Permit.				
	We will verify the proper construction and installation of BMPs, and proper operation				
	and maintenance of BMPs, respectively. We will be available to conduct inspections upon				
	receiving notice from the city to inspect and availability of records and plans. Follow-up				
	activities will be conducted at non-compliant projects. This includes activities related to				
	the detection of BMPs that are improperly constructed, installed, or maintained. This will				
	also include follow-up inspections, corresponding with the LID BMP owner/operator, and				
	issuing enforcement actions. Existing LID sites will also be notified of maintenance				
	requirements via notification letters and correspondence with owners and operators of				
	LID BMPs as-needed. We will update LID BMP records upon receiving and availability of				
	records and plans from the City.				
	We provide these services as needed to 16 municipal clients in LA and Orange County:				
	Covina, Downey, Diamond Bar, Hawaiian Gardens, La Habra, Lomita (as-needed),				
	Lynwood, Monterey Park, Placentia, Rancho Palos Verdes, Seal Beach, Signal Hill, South				
	Gate (as-needed), Stanton, Villa Park, and West Hollywood. The Cities of Seal Beach and				

P a g e 10

	Table 3. Understanding and Approach
RFP .	Description
Task	
	Stanton were audited in this program by the RWQCB, and we participated in the audits.
	No violations were noted.
	Consultant shall orient themselves with City staff to learn the City development plan
	check process, acquire standard files and boiler plate documents as they apply, acquire
F	understanding of key issues that need attention during the plan check process and establish ongoing operating procedures between City staff and the Consultant for the on-call services.
	We will provide adequate Project Team staff time to correspond, meet and train with City staff through emails, phone calls and in-person meetings at City Hall. The frequency and method of providing meetings and training can be set by City staff.
G	Report to City Hall when called upon to pick up project documents for review, and meet
	with city staff, as needed, to be briefed on project particulars.
	We are available to pick up project documents and provide office hours on a regular (i.e., weekly) basis. We currently provide similar services to municipal clients.
Н	Work with other consultants in coordinating the plans and the technical reports.
	We will provide adequate Project Team staff time to correspond, meet and train with other consultants through emails, phone calls and in-person meetings at City Hall. The frequency and method of providing meetings and training can be set by City staff.
1	Conduct field reviews of projects with City staff, as needed, to address unique aspects of the proposed project.
	We will correspond with City staff to conduct joint site visits at projects with unique aspects. We will verify the proper construction and installation of BMPs, and proper operation and maintenance of BMPs, respectively. We will be available to conduct inspections upon receiving notice from the city to inspect and availability of records and plans. Follow-up activities will be conducted at non-compliant projects. This includes activities related to the detection of BMPs that are improperly constructed, installed, or maintained. This will also include follow-up inspections, corresponding with the LID BMP owner/operator, and issuing enforcement actions. Existing LID sites will also be notified of maintenance requirements via notification letters and correspondence with owners and operators of LID BMPs as-needed. We will update LID BMP records upon receiving and availability of records and plans from the City.
J	Attend scheduled development review meetings, as needed. Brief City staff on findings and coordinate additional relevant details. We will meet and correspond with project applicants and engineers. Any action items required by the City as a result of the meetings will be conveyed via email or phone call
	as soon as possible. The Project Manager will also be available as-needed to discuss the meeting activities and actions.
K	Provide assistance, as requested, to developers in the design of BMP treatments for their private projects.

RFP Task	Description
	We will correspond and provide as-needed assistance to project applicants and engineers with unique aspects of the proposed project at City Hall or JLHA's office, in order to achieve conformance.
L	Complete plan review within ten working days of initial submittal for plan check, and within five working days of re-submittal for subsequent plan checks
	Standard turn-around time for LID plan review is two weeks (ten working days). However, we are available to expedite reviews for priority projects (at the request of the City).
М	The City uses Office 365/OneDrive to transmit large files. The Consultant shall have the ability to download files from OneDrive or use their own file sharing program and provide City staff with log in credentials
	All JLHA service-related documents are stored on either Google Drive or Google Cloud through the use of Google's AppSheet. We are also able to download files from OneDrive and will update folders and documents in a manner preferable to the City.

6. Client References

Table 4 is a list of client references we have provided similar scope of services. Additional references are available at the request of the City.

Table 4. References

Agency Name	Data Field	Reference Information				
	Contact/Title	Dan Mueller, Deputy Director of PW/Utilities Mgr.				
	Address/Location	11111 Brookshire Ave, Downey, CA 90241				
	Phone/email	(562) 904-7110, dmueller@downeyca.org				
Downey	Project Description	MS4 NPDES Permit programs including Watershed/TMDL management, studies, plan development, reporting, plan review, field inspections, outreach, and training.				
	Contact/Title	Gladis Deras, City Senior Engineer/WMG Chair				
South Gate,	Address/Location	8650 California Ave, South Gate, CA 90280				
Lower Los	Phone/email	(323) 563-9576, gderas@sogate.org				
Angeles River Watershed Management Group	Project Description	MS4 NPDES Permit programs including Watershed/TMDL management, studies, plan development, reporting, plan review, field inspections, outreach, and training. WMP/IMP assistance.				
	Contact/Title	Vicki Smith, Deputy Director of Public Works				
Whittier	Address/Location	13230 Penn St, Whittier, CA 90602				
	Phone/email	562.567.9506, vsmith@cityofwhittier.org				
	Project Description	MS4 NPDES Permit programs including Watershed/TMDL management, studies, plan development, reporting, plan review, field inspections, outreach, and training.				

7. Schedule of Hourly Rates

Principal	\$227 / hour
Director	\$201 / hour
Program Manager	\$201 / hour
Staff Engineer	\$201 / hour
Project Manager	\$191 / hour
Assistant Project Manager	\$170 / hour
Project Engineer	\$170 / hour
Senior Compliance Specialist	\$150 / hour
Compliance Specialist II	\$140 / hour
Project Analyst II	\$140 / hour
Compliance Specialist I	\$129 / hour
Project Analyst I	\$129 / hour
Administrative Assistant, Laborer	\$88 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$299 / hour
Subcontracted equipment	Cost + 5%

Fee Schedule effective as of April 25, 2023

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

Appendix A: Resumes

The following section includes the resumes and certifications of key personnel.

Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR

Director

18 Years of Experience in Water Quality Education

M.S., Environmental Science, CSUF B.S., Zoology, Cal State Poly Pomona

Certifications

CPSWQ, EnviroCert (#0845) QSD/QSP, CASQA (#22731) CGP Trainer of Record, CASQA Jillian Brickey has 18 years of experience in environmental management, specializing in stormwater and watershed management and water conservation. Her relevant experiences include implementing and managing NPDES municipal Permit programs for Low Impact Development, Development Construction, and TMDL/watershed management. Tasks include includes plan review and approval, reporting, training municipal staff in program implementation, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

<u>Municipal NPDES Permit Management</u>: Ms. Brickey serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. NPDES Permits managed include all elements of the MS4 and CGP Permits, including erosion/sediment control and Low Impact Development (LID) for construction projects, and TMDL implementation for water bodies impaired by trash, metals, toxics, and bacteria. Through these management activities, she has:

- Represented cities in MS4 NPDES Permit New Development compliance audits from the Regional Water Quality Control Board. (Seal Beach: 2010, 2015, Stanton: 2010).
- Developed TMDL compliance plans for Metals, Toxics, Bacteria, and Trash. (Lower Los Angeles River, Lower San Gabriel River, Long Beach Nearshore Watersheds: 2013-2016.)
- Served as primary contact with clients and represented their interests when interacting with regulators. (Covina, La Habra, Seal Beach, South Pasadena, Stanton, Pasadena, West Hollywood).
- Developed Stormwater Quality Management Programs (Seal Beach: 2011), LID compliance guideline documents (Gateway cities, 2014), and LID ordinances (2014).
- Held CGP QSD/QSP training as a CGP ToR (Pasadena, 2016) and led over one hundred municipal training sessions in MS4 and CGP Permits. (Over 20 municipal clients: 2008-2016).
- Reviewed on behalf of municipal clients hundreds of LID Plans, WQMPs, and SWPPPs and verified proper installation and maintenance of hundreds of LID BMPs.
- Supervised JLHA plan checking staff.

<u>Watershed Management</u>: Ms. Brickey served as a Project Manager for the development of the WMPs for the Lower Los Angeles River and Lower San Gabriel River Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included evaluating existing control measures and developing new control measures and compliance schedules to achieve water quality standards. She also oversaw the development and implementation of LID ordinances as required by the WMP development process. This included preparing a LID Ordinance Equivalency Demonstration for the City of Long Beach.

She has also led multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff, and non-governmental organizations in support of contested issues regarding the watershed management compliance approach. Through representation of municipal clients' stakeholder interests, Ms. Brickey has also participated in the development of watershed management programs and monitoring programs for the Upper Los Angeles River, Upper San Gabriel River, and Peninsula Cities Watershed Groups (2013-present).

Michelle Kim, MSE, CPSWQ, QSD

Project Engineer

17 years of project experience

Education

M.S., Civil Engineering, Loyola Marymount B.S., Environmental Science, UC Berkeley B.A., Public Health, UC Berkeley

Certifications

CPSWQ, EnviroCert (#1134)
QSD, CASQA (#26504)
EIT, NCEES (#141554)
Grade 3 Laboratory Analyst, CWEA (#130133001)

Michelle Kim has 17 years of experience in the water quality industry, which includes potable water, wastewater, and stormwater. Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, implementation, and funding (including the Safe Clean Water Program). Her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices

(BMPs) and Low Impact Development (LID) for planning and land development, construction, industrial/commercial activities, and public information and participation. She is also involved in the development and review of Watershed Management Programs (WMPs), Water Quality Management Plans (WQMPs), and LID Plans. Her experience also includes compliance planning, staff training, and representing client interests in interactions with regulators and other stakeholders.

Michelle's client-specific responsibilities at JLHA include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the
 Cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park,
 Norwalk, Pasadena, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate,
 West Covina, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the Cities of La Habra, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange Countyequivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification inspections.
- Conducting training to municipal staff on LID.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in MS4 Permit Project Management for the Cities of Diamond Bar, Downey, La Mirada, Long Beach, Lynwood, Monterey Park, Pico Rivera, Temple City, and Whittier. Tasks include serving as a point-of-contact with city staff, representing city interests at watershed meetings and other NPDESrelated meetings and hearings, and preparing Annual Reports.
- Assisting in Watershed Management efforts under the LA County area-wide MS4 Permit. This includes
 management of the Lower Los Angeles River Watershed Management Group (WMG), Lower San
 Gabriel River WMG, and Long Beach Nearshore WMG. Tasks include administering meetings,
 managing subcontractors, representing the groups in interactions with regulators, and preparing
 compliance reports, such as Watershed Annual Reports, WMP Progress Reports, and Adaptive
 Management reports.

20 years of project experience

Education

M.S., Applied Mathematics, CSULB B.S., Physics, CSULB

Certifications

CPSWQ, EnviroCert (#0842) QSD/QSP, CASQA (#22706) IGP Trainer of Record, CASQA (#079)

Affiliations

Phi Beta Kappa Society Society for Industrial & Applied Math

Cameron McCullough, CPSWQ, QSD/P, IGP ToR

Project Manager

Cameron McCullough has 20 years of experience in the environmental compliance field, specializing in municipal surface water quality. His experience includes municipal NPDES, TMDL, and SSO control programs administration and implementation, funding—including the Safe, Clean Water Program, compliance planning, staff training, and representing client interests in interactions with regulators and other stakeholders.

Recent experience and qualifications

Mr. McCullough currently serves as a contracted project manager and primary contact for nine local cities' surface water quality programs and provides as-needed general technical assistance to 28 local cities. Programs administered include those for state NPDES stormwater discharge permits (MS4, IGP, CGP), state non-stormwater discharge permits and orders (e.g., sanitary sewer overflows and drinking water system discharges), and local ordinances related to these programs (e.g., for the Safe, Clean Water Program, stormwater and urban runoff pollution prevention, and FOG/Industrial Waste Control). The table below lists specific clients, roles, and tasks for relevant contracted services.

Relevant Experience Currently or Recently Provided

	Relevant Experience currently of Recently Frontacu			
Project N	Nanager for contracted Municipal NPDES Program implementation assistance			
Clients	Arcadia, Burbank, Glendale, Inglewood, South El Monte, South Pasadena, Stanton, Villa Park,			
	and West Covina (9 cities total)			
Tasks	Varies per client, including client representation with watershed groups and regulators, program			
	administration, WMP/TMDL/trash prohibition compliance planning, training, reporting, studies,			
	and oversight of control programs such as inspections and public outreach.			
Budget	\$600,000/year total			
Lead Tec	hnical Support for as-needed Municipal NPDES technical assistance			
Clients	The clients listed above, as well as Artesia, Baldwin Park, Compton, Covina, Diamond Bar,			
	Downey, Hawthorne, Hermosa Beach, Lomita, Long Beach, Monterey Park, Norwalk,			
	Paramount, Pasadena, Pico Rivera, RPV, Temple City, West Hollywood, and Whittier (28 total)			
Tasks	Varies per client, including but not limited to staff training, NPDES Permit compliance inquiries,			
	and assistance with strategic WMP/TMDL compliance planning.			
Lead Tec	hnical Support for contracted Safe, Clean Water Program (SCWP) implementation assistance			
Clients	The 28 clients listed above, and Hawaiian Gardens, La Mirada, and Lynwood (31 total)			
Tasks	Varies per client, including Annual Plan and Expenditure Report development and preparation,			
	and general technical assistance. For Burbank (2020), Diamond Bar (2020), and South Pasadena			
	(2 in 2020, 1 in 2021), tasks included project concept planning and TRP application preparation.			
Project N	Nanager for Watershed Management Group Reporting and WMP Adaptive Management			
Clients	Agencies within the Lower LA River and Lower San Gabriel River Watershed Management Groups			
Tasks	Administering the preparation and adaptive management of WMPs and watershed reporting.			
Client Re	presentation for NPDES Program Audits			
Clients	Diamond Bar (2019), Glendale ('20), Seal Beach ('10, '06), Stanton ('14, '10), Villa Park ('19)			
Tasks	Represented cities in MS4 NPDES Permit compliance audits from Cal EPA and Federal EPA.			

Over 30 years of project experience

John L. Hunter, PE

Principal

Education

B.S. Chemical Engineering, CSULB B.S. Biological Sciences, UCI

Certifications and Licenses

CA Professional Chemical Engineer, 4724 CA Registered Environmental Assessor, 0900 CA Hazardous Substance Removal, A3382 CA General Engineering License, A-582340 Mr. Hunter serves as the Principal of JLHA. He has over 30 years of experience in municipal environmental programs and currently oversees or otherwise assists with: (1) elements of over 40 separate municipal NPDES programs that covers sub-programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, training, O&M activities, public outreach, and monitoring and

reporting; (2) elements of 30 municipal Safe, Clean Water Programs, (3) eleven municipal FOG or Industrial Waste programs encompassing permitting, inspections and enforcement; (4) six municipal Used Oil Recycling programs; (5) three municipal Beverage Container Recycling programs; and (6) two water conservation programs.

Related Experience

Representation, Advocacy, and Leadership

Since May 2016, Mr. Hunter has served as the chair for the LA Permit Group, which facilitates discussions and provides area wide Permit updates to affected parties within LA County that are under the Regional MS4 NPDES Permit. He coordinates this role with staff from the County of Los Angeles, as well as other Permit stakeholders. Historically, he has also chaired the Los Angeles River Watershed Management Committee and the Santa Monica Bay Bacterial TMDL J7 Subcommittee.

For decades Mr. Hunter has regularly represented client interests in meetings with Regional Board staff and members, most recently regarding topics such WMPs, CIMPs, TMDLs, trash provisions, and other new Permit mandates. Most recently this included providing written and oral comments on the 2021 Regional MS4 NPDES Permit on behalf of the Lower San Gabriel River and Lower LA River Watershed Management Groups.

Through these experiences, Mr. Hunter has played a leadership role in the continued countywide development and implementation of the Municipal NPDES Program in the LA Region.

Watershed Management and Safe, Clean Water Program

Mr. Hunter serves as the Principal-in-Charge for contracted program administration and implementation assistance to the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Services overseen include preparation and adaptive management of the WMPs, CIMP monitoring, annual compliance reporting, project concept planning, and SCWP application preparation. This includes presenting SCWP funding projects to the Watershed Area Steering Committees (WASCs). He also participates as needed in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads and NPDES Permit Implementation

Mr. Hunter oversaw development of the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP. He has also administered Trash TMDL studies and associated compliance reports for 19 cities, and continues to oversee the development and implementation of the federally required NPDES Municipal Permit Minimum Control Measures for over 30 cities.

Chris Chew, PE, QSD Staff Civil Engineer

Overview

Mr. Chew serves as a Staff Civil Engineer. He has over 20 years of municipal experience reviewing structural and architectural plans. His specialty lies in reviewing such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets /Erosion Control), Building Codes, and other State Laws.

Education

Certifications and Licenses

- M.S. Civil Engineering, Texas Tech University
- B.S. Civil Engineering, Texas Tech University
- CA Professional Civil Engineer (#47147)
- Qualified SWPPP Developer (QSD)

Related Experience

With JLHA (Starting 2021)

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects.
- Code Consultant.

City of Glendale, Principal Civil Engineer (2015-2020)

- Supervise and manage the Land Development, GIS, Surveying, Real Property, Stormwater and Wastewater Sections.
- Supervise and manage the review of grading and public improvement plans, encroachment plans, subdivision maps, covenant and agreements, street vacations and dedications.
- Update City's ordinances relating to engineering requirements in the Glendale Municipal Code, Glendale Building Code and Low Impact Development Ordinance.
- Review development plans for construction and code compliance.
- Represent the City of Glendale in meetings with other public agencies relating to wastewater and stormwater issues.
- Manage and implement the Municipal Separate Storm Sewer System (MS4) program.
- Responsible for the management of the Wastewater contracts with City of Los Angeles relating to the Amalgamated System and the Los Angeles Glendale Water Reclamation Plant.
- Manage wastewater rate study involving cost of service analysis.
- Solicit, prepare, and manage professional service agreements.
- Coordinate with architects, engineers, contractors, and other City staffs on development projects.
- Review City Council's staff report submittals.
- Review and evaluate employee's job performance.

City of Glendale, Senior Civil Engineer (2009-2015)

- Supervise and manage the Land Development, GIS, and Surveying Groups.
- Review development plans for construction and code compliance.
- Determine requirements for subdivisions, grading permits, construction permits and bonds.
- Coordinate with architects, engineers, contractors, and other City staffs on development projects.
- Review Council's staff report submittals.
- Response to citizen's requests and complaints.
- Manage the construction of federally funded slope repair project and supervise the analysis and reports on disputed construction costs, procedures, bids, and contract.
- Oversee preparation and revision of maps, surveys, wastewater records, and the storage and filing of various records and project files.
- Develop a handbook that describes the permitting procedures for various permits.
- Review and evaluate employee's job performance.

Michelle Staffield, PE, MSE, CPSWQ, QSD

Project Manager/Project Engineer

Education

M.S., Civil Engineering, Loyola Marymount B.S., Ecology, Behavior, & Evolution, UCSD

Certifications

CA Professional Civil Engineer (#88904) CPSWQ, EnviroCert (#1136) QSD, CASCA (#26529) Michelle Staffield has 17 years of experience in the water quality field, specializing in surface water quality regulation in local regions including Los Angeles, Orange County, and San Diego. Her experiences include managing the development and implementation of point and non-point source programs—including NPDES and TMDL programs for municipalities—assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, and implementation. In this role her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices (BMPs) and Low Impact Development (LID) for planning and land development, construction, and industrial/commercial activities, public information and participation, and general programs management and technical assistance. She is also involved in the development and review of Watershed and Stormwater Management Programs, Water Quality Management Plans (WQMPs), and LID Plans.

<u>Municipal NPDES Permit Management</u>: Some of Michelle's current client-specific responsibilities include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park, Norwalk, Pasadena, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification and maintenance inspections for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, La Habra, Placentia, Rancho Palos Verdes, Seal Beach, Signal Hill, Stanton, and West Hollywood.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in NPDES program management for the cities of Downey, South Gate and Signal Hill.
 Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other related meetings and hearings, and preparing the Individual Annual Report.

<u>Watershed Management</u>: Through representation of municipal clients' stakeholder interests, Michelle also participates in the development and implementation of watershed management programs and monitoring programs for the Dominguez Channel, Los Cerritos Channel, Lower Los Angeles River, Lower San Gabriel River, and Peninsula Cities.

Hugo Garcia, CPSWQ, CESSWI, QSD/P

Education

B.S., Environmental Science, UCR

Certifications and Training

CPSWQ, EnviroCert (#1183)
CESSWI, EnviroCert (#4769)
QSD/P, CASQA (#27064)
Professional Certificate in GIS
Basic Inspector Academy, Cal EPA
Spanish fluency

Assistant Project Manager

Hugo Garcia has 12 years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Municipal Activities, Planning and Land Development, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Hugo provides TMDL implementation and reporting, and serves as JLHA's lead GIS Specialist.

Recent Experience and Project Qualifications

Mr. Garcia currently serves as both a Senior Project Analyst and Compliance Specialist whose responsibilities include providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, as well as conducting stormwater compliance inspections (e.g., La Habra, and South Gate). Specific examples of recent experience and project qualifications include:

- Assisting with the development, implementation, and compliance reporting components of Trash TMDLs for the Cities of Alhambra, Arcadia, Burbank, Downey, Glendale, Inglewood, Long Beach, Lomita, Lynwood, Monterey Park, Paramount, Pasadena, Pico Rivera, Rancho Palos Verdes, Signal Hill, South El Monte, South Gate, South Pasadena, Temple City, and West Hollywood.
- Assisting with the development of the Lower Los Angeles River Watershed Management Group Trash Monitoring Reporting Plan (TMRP), Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs for the Cities of Arcadia, Burbank, Downey, Glendale, Long Beach, Pasadena, and Pico Rivera, and Plastic Pellet Management Programs (PMRPs) for the Cities of Arcadia, Burbank, Glendale, Monterey Park, Pasadena, San Gabriel, South El Monte, South Pasadena, and Temple City.
- Assisting with Industrial General NPDES Stormwater Permit compliance activities and Stormwater Pollution Prevention Plans (SWPPPs) for municipal facilities located in the Cities of Laguna Beach, La Mirada, San Gabriel, Signal Hill, and West Covina.
- Conducting over 3,000 NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive repair facilities, and facilities subject to the Industrial General Permit) and construction sites.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs, 2) catch basin retrofit locations to comply with Trash TMDLs and the statewide Trash Provisions, and 3) MS4 outfall and non-stormwater discharges locations to comply with Coordinated Integrated Monitoring Programs (CIMPs).
- Reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities in the cities of Arcadia, Signal Hill, South El Monte, South Gate, and Stanton.
- Assisting with the review of small site Low Impact Development (LID) plans for conformance with city-specific LID standards for the Cities of Signal Hill, South Gate, and West Hollywood.
- Developing retrofit opportunity inventories for multi-watershed/multi-jurisdictional grants.

Franz Anunciacion

Environmental Compliance Specialist

Education

B.S., Environmental Science, UCLA Minor: Environmental Engineering

Franz Anunciacion has seven years of experience with John L. Hunter & Associates, specializing in NPDES regulations. His experiences include implementing NPDES municipal permit provisions such as planning and land development. He is involved in the development and

review of Water Quality Management Plans (WQMPs), Low Impact Development (LID) Plans, and Standard Urban Stormwater Mitigation Plans (SUSMPs). His current responsibilities include providing municipal NPDES plan checking services and conducting BMP verification and maintenance inspections.

Recent Experience and Project Qualifications. Franz's client-specific responsibilities include the following:

Conducting post-construction BMP verification and maintenance inspections for the following cities:

• Covina	Diamond Bar	Downey	Fullerton
• Hawaiian Gardens	• La Habra	• Laguna Woods	• Monterey Park
Norwalk	• Placentia	• Rancho Palos Verdes	• Seal Beach
• Signal Hill	• South Gate	• Stanton	• Villa Park
West Covina	 West Hollywood 	Whittier	

Reviewing WQMPs following North Orange County MS4 Permit standards for the following cities:

- FullertonLa HabraPlacentiaSeal BeachStantonVilla Park

Reviewing LID Plans following Los Angeles County MS4 Permit standards for the following cities (LID Plans are the Los Angeles-equivalent of San Bernardino and Orange County's WQMP Plans):

• Covina	 Diamond Bar 	Downey	 Hawaiian Gardens
• Lakewood	• Long Beach	• Lynwood	 Monterey Park
Norwalk	• Pasadena	• Rancho Palos Verdes	• Santa Fe Springs
• Signal Hill	• South El Monte	• South Gate	• West Covina
 West Hollywood 	• Whittier		

Serving as a point-of-contact with project engineers for the WQMP and LID Plan review process.

Assisting in preparing the Individual Annual Report.

Appendix B: Completed Form

The following section includes the completed form:

• Appendix C – Non-Collusion Affidavit

APPENDIX C NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

- 1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.
- 2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
- 3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.
- 4. All statements contained in the Proposal and related documents are true.
- 5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
- 6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.
- 7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Jelen Buy	
Signature of Authorized Representative	
Jillian Brickey	Director
Name of Authorized Representative	Title of Authorized Representative

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EXHIBIT B APPROVED FEE SCHEDULE

(SCHEDULE OF HOURLY LABOR RATES AND REIMBURSABLE)

7. Schedule of Hourly Rates

Principal	\$227 / hour
Director	\$201 / hour
Program Manager	\$201 / hour
Staff Engineer	\$201 / hour
Project Manager	\$191 / hour
Assistant Project Manager	\$170 / hour
Project Engineer	\$170 / hour
Senior Compliance Specialist	\$150 / hour
Compliance Specialist II	\$140 / hour
Project Analyst II	\$140 / hour
Compliance Specialist I	\$129 / hour
Project Analyst I	\$129 / hour
Administrative Assistant, Laborer	\$88 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$299 / hour
Subcontracted equipment	Cost + 5%

Fee Schedule effective as of April 25, 2023

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

EXHIBIT C TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

- 1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
- 5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

Professional Services Agreement JOHN. L HUNTER & ASSOCIATES Page 18 of 19

- 7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
- 8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.
- 10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- 11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

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provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.
- 13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

AGREEMENT NO. _____ PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND TKM ENGINEERING

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and TKM Engineering, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

- 2.1 City has determined that it requires professional services from a consultant to provide on-call plan check services.
- 2.2 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. 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 performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in the Consultant's December 12, 2023 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's December 12, 2023 proposal to City attached hereto as Exhibit "B."
 - 3.3 "Commencement Date" : February 13, 2024
 - 3.4 "Expiration Date" : <u>June 30, 2029</u>

4. <u>TERM</u>

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), unless specifically approved in advance, in writing, by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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 Consultant.
- 6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City of Pico Rivera business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality

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of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date of this Agreement if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Thomas Mericle, President/Principal, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made to Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

- 12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.
- 12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.
- 12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

13. 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 and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

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No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

- 15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify 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.
- 15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. 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.
- 15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 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.
- 15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants 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 and expert witness fees and consultant fees.

15.6 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.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

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- 16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:
 - 16.1.1.1 Premises, operations, and mobile equipment
 - 16.1.1.2 Products and completed operations
 - 16.1.1.3 Broad form property damage (including completed operations)
 - 16.1.1.4 Explosion, collapse, and underground hazards
 - 16.1.1.5 Personal Injury
 - 16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

- 16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.
- 16.2 Consultant shall require each of its subconsultants, if any, to maintain

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insurance coverage that meets all of the requirements of this Agreement.

- 16.3 The policy or 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.
- 16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.
- 16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant 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.
- 16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

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- 16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- 16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

- 17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.
- 17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three 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.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20.NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

Professional Services Agreement **TKM ENGINEERING**

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If to City:

Steve Carmona, City Manager City of Pico Rivera PO Box 1016 6615 Passons Blvd. Pico Rivera, California 90660-1016 If to Consultant:
Thomas Mericle,
President/Principal
TKM Engineering
1244 Poli Street
Ventura, CA 93001

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney 13181 Crossroads Parkway North Suite 400 - West Tower City of Industry, CA 91746

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant 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 Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

- 25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.
- 25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.
- 25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has

Professional Services Agreement **TKM ENGINEERING**Page 12 of 19

the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

- 26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
- 26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

- 27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.
- 27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to Professional Services Agreement **TKM ENGINEERING**Page 13 of 19

judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Professional Services Agreement **TKM ENGINEERING**Page 14 of 19

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY" CITY OF PICO RIVERA	"CONSULTANT" TKM ENGINEERING
Andrew C. Lara, Mayor	Thomas Mericle, President/Principal
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:
Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney

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EXHIBIT A SCOPE OF SERVICES

Proposal

FOR PROFESSIONAL CONSULTING SERVICES FOR

ON-CALL PLAN CHECKING SERVICES

Submitted to:

The City of Pico Rivera Public Works Department 6615 Passons Blvd. Pico Rivera, CA 900670-3658



Submitted by:

TKM Engineering 1244 Poli Street Ventura, CA 93001



Submittal Due Date December 12, 2023

December 12, 2023



Noe Negrete, PE Deputy Director Public Works City of Pico Rivera 6615 Passons Blvd. Pico Rivera, CA 900670-3658

SUBJECT: Proposal For On-Call Plan Check Services

Dear Mr. Negrete,

TKM Engineering is pleased to present this Proposal to Provide On-Call Plan Checking Services to the City of Pico Rivera. I am specifically proposing to provide these services only for traffic- and transportation-related projects as that is my area of expertise and aligns with work I have previously been involved in with the City. This Proposal includes our company background and experience, identifies staffing, and provides a list of references for your consideration. TKM Engineering specializes in public agency on-call support for traffic and transportation engineering and operations as well as transportation capital project management.

TKM Engineering primarily specializes in traffic signal timing and systems operation, traffic signing, striping, traffic signal plans, and development-related transportation improvements. TKM Engineering does not work with non-public agency clients and is committed to performing work on behalf of public agencies in a timely manner consistent with industry standards and the requirements of the City.

I will serve as the Project Manager and lead engineer for this engagement, and my resume is attached. I am an authorized representative of TKM Engineering to bind the firm to all commitments made in this Proposal. All information provided in this Proposal is true and correct and is valid for 90 calendar days after the due date listed on the RFP. TKM Engineering acknowledges the two addendums and that we are obligated to follow the requirements of the addendums and this RFP. TKM Engineering's Federal Tax ID number is 87-1929634.

I appreciate the opportunity to continue to assist the City and provide this Proposal for your consideration. If you have any questions or would like additional information, please contact me via email at tom@tkm-engineering.com or phone (805) 701-2977.

Sincerely,

Thomas Mericle
President/Principal

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SECTION I: FIRM INFORMATION AND QUALIFICATION

TKM Engineering is a small traffic and transportation engineering firm founded in 2021 and based in Ventura, CA. We specialize in providing staff augmentation services to local agencies bringing first-hand knowledge of agency staff perspectives and sensitivity toward community values and political realities. TKM currently serves the following communities in various capacities:

- City of Calabasas
- City of Carpinteria
- City of Pico Rivera
- City of Port Hueneme
- City of Eastvale
- City of Ventura
- City of Ojai

Almost all the experience of the TKM Engineering staff is working on behalf of or directly for public agencies. As such, we are dedicated and committed to serving public clients. All our current work is exclusive to local public agencies with a primary focus on the Southern California region.

TKM Engineering is a small one-person company that does not provide a wide range of transportation engineering services that require a varied level of staffing and resources. For instance, TKM Engineering does not perform PS&E design services or prepare traffic impact studies. This type of work requires staffing resources at various levels to provide a cost-effective solution to public agencies. Instead, we focus on partnering with staff to manage, provide guidance, or review these work efforts to maximize the efficiency of internal agency resources. With many of our clients, we perform project management and design lead functions, while agency staff or other consultants perform the drafting and/or non-traffic engineering design services.

TKM Engineering is a certified California Small Business and is an S-Corporation incorporated in the State of California. Our Federal Tax ID number is 87-1929634

Financial/Legal Condition:

TKM Engineering does not have any pending litigation, contract defaults, current or planned office closures, impending mergers, or bankruptcies.

TKM Engineering has previously contracted with the City of Pico Rivera and has no exceptions to the contract terms or insurance requirements.



Company and Staff Experience:

TKM Engineering was founded in 2021. The Company's President and Principal Engineer has a long history of experience in performing traffic and transportation engineering work in Southern California, including his work experience with previous consulting firms based in the Southern California area. Here is a list of recent project experience:

City Traffic Engineering Services, City of Calabasas, 2020-Present

TKM Engineering currently provides traffic engineering assistance to City staff for traffic engineering, parking, traffic safety, transportation planning, and traffic operations services, including, but not limited to, the following:

- Review and provide comments to staff regarding land development projects
- Plan checking transportation related to City capital improvements or land development projects
- Peer review traffic engineering reports and project design reports prepared by others
- Traffic signal system hardware support and timing
- Traffic safety evaluations
- Citizen request evaluations and recommendations
- Attend Traffic and Transportation Commission, Planning Commission, and City Council Meetings as needed

City Traffic Engineering Services, City of Carpinteria, 2019-Present

TKM Engineering currently provides traffic engineering assistance to City staff for traffic engineering, parking, traffic safety, transportation planning, and traffic operations services, including, but not limited to, the following:

- Peer review traffic reports and project design plans prepared by others
- Review and provide comments to staff regarding land development projects
- Traffic signal timing
- Traffic safety evaluations
- Citizen request evaluations and recommendations
- Attend Traffic and Transportation Commission, Planning Commission, and City Council Meetings as needed

Land Development Transportation Planning Impact Review, City of Ventura, CA 2021-Present

To assist the City of Ventura with a staff-workload imbalance, Mr. Mericle, as a part-time City employee, is reviewing current planning projects and providing comments and conditions. The assignment includes several interdisciplinary staff meetings and a review of traffic operations and VMT impact studies. This work effort started prior to his work at TKM Engineering and is ongoing.

Traffic and Transportation Engineering Services, City of Eastvale, CA 2019-Present

TKM Engineering is performing various traffic and transportation engineering services for the City of Eastvale, including reviewing capital project and land development project plans. This work effort started prior to his work at TKM Engineering and is ongoing.



Traffic Signal ITS Master Plan, City of Pico Rivera, CA 2022-Present

Mr. Mericle is currently working with the City to provide peer review and manage the preparation of an ITS Master Plan that will direct how the City's traffic signal system can be modernized. The system upgrades will include new traffic signal controllers, wireless and/or fiber communications, controller, and system software upgrades. This project includes coordination with the County of Los Angeles, LA METRO, and other adjacent agencies. The project is expected to be completed in Winter 2024.

Local Roadway Safety Plan, City of Pico Rivera, CA 2022-2023

Mr. Mericle has been working with the City of Pico Rivera staff, managing a consultant team in the preparation of a Local Roadway Safety Plan. The consultant work effort includes analysis of collision history, public outreach, field evaluations, and HSIP grant writing. In addition to providing project management and technical oversight, TKM Engineering work also included the preparation of an HSIP grant to improve school zone safety and updating traffic signal timing to meet State MUTCD requirements.

Traffic Signal System Upgrades, City of Calabasas, CA 2021-Present

Mr. Mericle is working with McCain (traffic signal system hardware and software supplier) and Siemens (traffic signal maintenance contractor) to upgrade the City's traffic signal system and Traffic Management Center. His work include preparing plans and specifications The system upgrades include new traffic signal controllers, wireless and fiber communications, controller and system software upgrades, and TMC enhancements. The project is expected to be completed in Fall 2023.

Active Transportation Plan Project Management, City of Ventura, CA 2020-2023

Mr. Mericle recently managed a staff and consultant project team in the preparation of a citywide Active Transportation Plan. This project was started with his previous employer, and the City hired Mr. Mericle to continue the work when he moved to TKM Engineering. The project was coordinated with a City General Plan update.

Downtown "T" Pilot Parklet Permit Program, City of Carpinteria, 2021-Present

Working with the City Public Works Director and the City's Downtown Parking Plan consultant, Mr. Mericle prepared a new program to allow Parklets in the Downtown area. During the Covid-19 pandemic, several businesses were able to install temporary outside dining areas. This program will provide a process for businesses to install permanent outside dining areas in the public right-of-way and on-street parking areas. The program has been approved by the City Council, and TKM Engineering is assisting in its implementation through a review of plans and specifications for the individual parklets.

Neighborhood Traffic Safety Evaluations, City of Port Hueneme, CA 2019-Present

As a part of Mr. Mericle's ongoing traffic engineering support for the City of Port Hueneme, he has reviewed several locations where the City had received concerns from residents about traffic safety. Many of these reviews and recommendations have resulted in the placement of speed cushions, multiway stop signs, temporary curb extensions, and roadway restriping.



Proposed Staffing:

Services proposed in this Proposal will be performed by Thomas Mericle, PE, TE, President/Principal of TKM Engineering. Mr. Mericle holds Civil Engineering licenses in California and Colorado and a Traffic Engineering license in California. He has over 35 years of experience in traffic engineering, traffic operations, transportation planning, design, and parking management. Tom brings a solid history of successful municipal agency management having previously served as the City Traffic Engineer/City Transportation Manager for the City of Ventura for 18 years. In this role managed the Transportation Division, which included transportation planning, traffic engineering, traffic operations and maintenance, parking management and pavement and sidewalk maintenance.

His 18 years of experience as the City Transportation Manager for the City of Ventura brings a high level of expertise in developing and managing a team of transportation staff that ranges from planning, operations, engineering, and maintaining programs and infrastructure. It also brings a first-hand knowledge of agency staff perspectives and sensitivity toward community values and political realities. He currently provides traffic and transportation engineering development review and plan checking services to several of his existing client agencies such as the City of Calabasas, City of Carpinteria, and City of Eastvale. Mr. Mericle also currently works as a part-time employee of the City of Ventura performing transportation planning and related plan checking services.

Mr. Mericle's experience in previous roles over his many years of experience have served dozens of other local public agencies as well as the National Park Service and the University of British Columbia.

Tom has served as an extension class instructor for the University of California, Berkeley Tech Transfer for the last 21 years. He currently group-teaches the UC Berkeley California Traffic Engineer License Exam preparation class. In addition, as a part of a UC Berkeley SafeTREC team, Mr. Mericle will be performing Tribal Transportation Safety Assessment (TTSA) and Complete Streets Safety Assessment beginning in January 2023.

In 2022, Mr. Mericle was the recipient of the Institute of Transportation Engineers (ITE) Western District Individual Achievement Award for his work with both the Central Coast Section and the Western District.

His resume is attached.

Proposed Staffing Availability:

Depending on the specific tasks assigned, Mr. Mericle's workload is currently flexible, and he can provide requested work assignments as needed by the City.



Work Approach:

TKM Engineering is specifically proposing to provide plan-checking services only for trafficand transportation-related projects as that is our area of expertise and is like services provided to other public agency clients. These specific areas are:

- Review of proposed land development projects including providing comments and conditions related to the project and applicable technical reports and plans.
- Review of construction plans related to land development project such as:
 - o Traffic Signalization and Flashing Beacons
 - o Traffic Control
 - Signing and Striping
- Review of VMT Mitigation Programs
- Mitigation Monitoring

As requested in the Scope of Services provided in the RFP, TKM Engineering can perform the following tasks:

- A. Assist staff with development of Traffic and Transportation related Conditions of Approval for new or redevelopment projects.
- B. Review, including, but not limited to, the following plans:
 - 1. Street Improvement Plans including street widening, rehabilitation, and new street plans for items related to traffic signalization and ITS elements, traffic signage, and striping.
 - 2. Traffic and Parking studies.
 - 3. Engineer's Cost Estimate for the related items of work for bonding and fee purposes.
- C. Assist the City in reviewing plans for compliance with City ordinances, including developmentrelated operational and environmental impacts related to traffic and transportation. The plan review will include:
 - 1. Review for design conformance will include use of the following:
 - i. Approved Tentative Map
 - ii. Conditions of Approval
 - iii. General Plan
 - iv. Related Specific Plans
 - v. City Ordinances
 - vi. City Standards
 - vii. State Standards (CA MUTCD)



- viii. Americans with Disabilities Act (ADA) Standards
- 2. Review general design assumptions, criteria, and calculations related to traffic and transportation aspects of the project.
- 3. Recommend the redesign of any portion of plans that:
 - i. Will not function due to poor engineering practice
 - ii. Does not meet the industry standard of care, City standards, or appropriate State standards
 - iii. Is not consistent with the Approved Tentative Map or Conditions of Approval.
 - iv. Will be potentially unsafe to the public
 - v. Is impractical to construct, operate, or maintain
- D. Conduct field inspections during and/or following construction of traffic and transportation-related improvements, such as placement of signal poles, signs, striping, and final walk-through to ensure compliance with all requirements.
- E. TKM Engineering will work with City staff to learn the City development plan check process, acquire standard files and boilerplate documents, acquire an understanding of key issues needed during the plan check process, and establish ongoing operating procedures with City staff.
- F. Report to City Hall when necessary to pick up project documents for review or receive electronic documents and meet with city staff, as needed, to be briefed on project particulars.
- G. Work with other consultants in coordinating the plans and the technical reports.
- H. Conduct field reviews of projects with City staff, as needed, to address unique aspects of the proposed project as they pertain to traffic and transportation.
- I. Attend scheduled development review meetings as needed. Brief City staff on findings and coordinate additional relevant details.
- J. Complete the plan review within ten working days of the initial submittal for the plan check and within five working days of re-submittal for subsequent plan checks.
- K. TKM Engineering is able to use Office 365/OneDrive/SharePoint to transmit large files and manage project paperwork as well as communications. Mr. Mericle currently uses SharePoint for all development review and plan review for the City of Ventura.



Client References:

The three (3) references listed below are current TKM Engineering clients. Services provided to these clients include those similar to the proposed scope of work for this RFP and as listed above.

City of Calabasas

Tatiana Holden, PE Deputy Public Works Director 100 Civic Center Way Calabasas, CA 91302 tholden@cityofcalabasas.com (818) 224-1600

City of Ventura

Jeff Hereford, PE, TE Principal Transportation Engineer 501 Poli Street Ventura, CA 93001 jhereford@cityofventura.ca.gov (805) 654-7744

City of Carpinteria

John Ilasin, PE Public Works Director/City Engineer 5775 Carpinteria Avenue Carpinteria, CA 93013 jilasin@ci.carpinteria.ca.us (805) 880-3402



SECTION II: Professional Services Fees

Schedule of Hourly Rates:

TKM Engineering will provide services as directed in the contracted scope of work on a time and material basis shown on the following fee schedule.

Classification
Principal/Principal Engineer

Hourly Billing Rate \$195

Expenses such as outside printing costs, costs associated with hosting meetings, and other direct costs as allowed in the contract or as approved by the City will be billed as direct expenses with no administrative modifier.

This rate is for calendar year 2024 and may be reviewed and revised on an annual basis as contractual requirements allow. This rate includes normal business-related materials, insurance, mileage, profit, and administrative overhead costs.



SECTION III: Attachments

Mr. Mericle's resume is attached on the following pages.



Thomas Mericle, PE, TE

PRESIDENT/PRINCIPAL ENGINEER



Years of Experience: 30+

Education

- MPA, California State University at Northridge
- B.S., Civil Engineering,
 California State Polytechnic
 University, Pomona

Registrations/Certifications

- CA Professional Civil Engineer I 54385
- CA Professional Traffic Engineer1 2122

Professional Affiliations

- Institute of Transportation
 Engineers (ITE), Central Coast
 Section President, 1999 and
 2019
- ITE, Western District, Legislative Committee Chair, 2013-2019
- ITE, Western District Annual Meetings:
 - Monterey 2019, Technical Chair
 - Santa Barbara 2012, General Committee Chair
- ITE Member (Fellow)
- American Society of Civil Engineers, Member

Awards (individual and shared)

- 2022 ITE Western District Individual Achievement Award
- 2019 APWA Project of the Year,
 California Street Bridge
- 2003 Caltrans Excellence in Transportation, Ventura Bus Transfer Center
- 2002 APWA Project of the Year,
 Ventura Bus Transfer Center
- 2000 ITE Coordinating Council Award, Automated Enforcement in Transportation
- 1999 ITE Outstanding Traffic Engineering Council Project, Automated Enforcement in Transportation
- 1997 Caltrans Excellence in Transportation, City of Ventura Traffic Safety Program

Mr. Mericle has 35 years of experience in traffic engineering, traffic operations, transportation planning, design, and parking management. He is a registered Civil Engineer and Traffic Engineer in California. In addition to his 11 years in consulting, Tom served as the City Transportation Manager for the City of Ventura for 18 years and as an Associate Engineer for 5 years. Tom's responsibilities included leading a division of up to 26 staff members responsible for traffic engineering, transportation planning, traffic operations, signal maintenance, parking management, pavement and sidewalk maintenance, and transit system oversight. In addition to his city staff work for the City of Ventura, his public agency work for TKM Engineering and prior employers has been to provide traffic engineering staff augmentation services for various agencies, including the Cities of Calabasas, Carpinteria, Eastvale, Ojai, Oxnard, Port Hueneme, Westlake Village, Pico Rivera, Santa Paula, Fillmore, and Ventura.

Tom has been an extension class instructor for the University of California, Berkeley Institute of Transportation Studies since 1999. He currently group-teaches their California Traffic Engineer License Exam preparation class and conducts Complete Streets Safety Assessments and Tribal Transportation Safety Assessments through UC Berkeley's SafeTREC program.

SELECTED PROJECT EXPERIENCE

- City Traffic Engineering Support Services, Various Agencies, 2019-Current. Serving in various capacities under independent contract to provide traffic engineering support services to local agencies. Currently serving the cities of Calabasas, Carpinteria, Port Hueneme, Ojai, and Eastvale.
- Downtown "T" Encroachment Permit Program Update, Carpinteria, CA 2021-present. Currently working with City staff on updating the Downtown "T" Encroachment Permit Program to allow Parklets. The program update includes preparing new guidelines for parklets and outside dining areas.
- Systemic Safety Analysis Reports and Local Roadway Safety Plans, Various agencies, 2018-2023. Managed consultant-supported projects and provided agency peer review to prepare SSARs and LRSPs for various agencies, including Eastvale, Carpinteria, Calabasas, and Pico Rivera.

- City of Ojai Active Transportation Project, Ojai, CA 2019-2020. Mr. Mericle led the design of the signing and striping portion of the project as a sub-consultant to Alta Planning and Design for a \$5M project to add bike facilities along Maricopa Highway and Ojai Avenue in the City of Ojai. The project is along two State of California highways and includes Class IV and Class II bike facilities as well as many enhanced pedestrian and bicycle crossings and school access enhancements.
- City of Calabasas SB 743 Implementation, General Plan Update, and Traffic Impact Fee Program Update, Calabasas, CA 2019-Present. Managed a consultant-supported project to develop VMT CEQA impact analysis screening criteria and thresholds. The project includes the preparation of new Traffic Impact Study Guidelines. Also included in the project was an update to the Circulation Element of the General Plan and an update to the traffic mitigation fee program.
- Carpinteria High School Crossing Evaluation and Pedestrian Hybrid Beacon Conceptual Design, Carpinteria, CA 2020-2021. Conducted an evaluation of a marked school crossing serving Carpinteria High School. The multi-use trail crosses a state highway in front of the school and is used by students and community members to access the school and hiking trail. The project included coordination with the City and School District as well as Caltrans.
- City of Eastvale SB 743 Implementation, Eastvale, CA, 2019-2020. Managed a consultant-supported project to develop VMT CEQA impact analysis screening criteria and thresholds. The project includes the preparation of new Traffic Impact Study Guidelines. The screening criteria and thresholds were approved by the Planning Commission and City Council in June 2020. The new TIS Guidelines include (at City Council Direction) removing Level of Service criteria while keeping site-related operational and safety analyses for the discretionary approval process.
- Schleisman Road / I-15 Interchange, Eastvale, CA, 2019. The City of Eastvale approved the removal of an interchange from its General Plan. Leading up to that decision, Tom prepared a technical white paper outlining the background of the interchange concept being initially included in the General Plan as well as the pros and cons related to regional and local transportation networks, funding, safety, economic development, land use, environmental, and design to inform the policy makers.
- ADA Access Improvements, City of Palm Desert, 2019. This project involved the design of an ADA improvement design to provide access to a private property from the on-street parking area. It included the design of ADA accessible parking spaces on-street as well as accessible ramps to the site.
- City of Los Angeles Bureau of Engineering Strategic Plan, Los Angeles, CA, 2018. Tom led a team that worked closely with City staff to develop a new strategic plan for the City of Los Angeles Bureau of Engineering. The project included several interviews with strategic partners across the City as well as an internal working group of more than 50 staff to identify new mission statement, goals, strategies, actions, and performance measures to guide the agency forward to be a leading in the region.
- Covina Town Center Specific Plan, Covina, CA, 2018. Led transportation team on preparation of new transportation circulation and parking vision for the City of Covina Town Center including the preparation of traffic impact study for the Specific Plan.

SELECTED PUBLICATIONS

- Routledge Publishing (2018). Parking and The City Chapter about the City of Ventura's Downtown Parking Program. Edited by Don Shoup
- National Association of City Transportation Officials (2017). Urban Street Stormwater Guide Project Steering Committee

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EXHIBIT B APPROVED FEE SCHEDULE

(SCHEDULE OF HOURLY LABOR RATES AND REIMBURSABLE)

SECTION II: Professional Services Fees

Schedule of Hourly Rates:

TKM Engineering will provide services as directed in the contracted scope of work on a time and material basis shown on the following fee schedule.

Classification
Principal/Principal Engineer

Hourly Billing Rate \$195

Expenses such as outside printing costs, costs associated with hosting meetings, and other direct costs as allowed in the contract or as approved by the City will be billed as direct expenses with no administrative modifier.

This rate is for calendar year 2024 and may be reviewed and revised on an annual basis as contractual requirements allow. This rate includes normal business-related materials, insurance, mileage, profit, and administrative overhead costs.



EXHIBIT C TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

- 1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
- 5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

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- 7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
- 8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.
- 10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- 11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

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provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.
- 13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

AGREEMENT NO. ______ PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND TKE ENGINEERING, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and TKE Engineering, Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

- 2.1 City has determined that it requires professional services from a consultant to provide on-call plan check services.
- 2.2 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. 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 performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in the Consultant's December 12, 2023 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's December 12, 2023 proposal to City attached hereto as Exhibit "B."
 - 3.3 "Commencement Date" : February 13, 2024
 - 3.4 "Expiration Date" : <u>June 30, 2029</u>

4. <u>TERM</u>

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), unless specifically approved in advance, in writing, by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) 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 Consultant.
- 6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City of Pico Rivera business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality

of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date of this Agreement if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Terry Renner, Senior Vice President, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made to Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

- 12.1 Consultant is, and shall at all times remain as to City, a wholly independent Contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.
- 12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.
- 12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

13. 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 and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

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No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

- 15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify 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.
- 15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. 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.
- 15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 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.
- 15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants 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 and expert witness fees and consultant fees.

15.6 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.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

- 16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:
 - 16.1.1.1 Premises, operations, and mobile equipment
 - 16.1.1.2 Products and completed operations
 - 16.1.1.3 Broad form property damage (including completed operations)
 - 16.1.1.4 Explosion, collapse, and underground hazards
 - 16.1.1.5 Personal Injury
 - 16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

- 16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.
- 16.2 Consultant shall require each of its subconsultants, if any, to maintain

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insurance coverage that meets all of the requirements of this Agreement.

- 16.3 The policy or 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.
- 16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.
- 16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant 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.
- 16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

- 16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- 16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

- 17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.
- 17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. <u>RECORDS AND INSPECTIONS</u>

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three 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.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20.NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

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If to City:

Steve Carmona, City Manager City of Pico Rivera PO Box 1016 6615 Passons Blvd. Pico Rivera, California 90660-1016 If to Consultant:

Terry Renner, Senior Vice President TKE Engineering, Inc. 2305 Chicago Avenue Riverside. CA 92507

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney 13181 Crossroads Parkway North Suite 400 - West Tower City of Industry, CA 91746

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant 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 Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

- 25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.
- 25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.
- 25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has

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the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

- 26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
- 26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

- 27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.
- 27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to Professional Services Agreement **TKM ENGINEERING**Page 13 of 19

judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Professional Services Agreement **TKM ENGINEERING**Page 14 of 19

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY" CITY OF PICO RIVERA	"CONSULTANT" TKE ENGINEERING, INC.
Andrew C. Lara, Mayor	Terry Renner, Senior Vice President
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:
Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney

Professional Services Agreement **TKM ENGINEERING**Page 15 of 19

EXHIBIT A SCOPE OF SERVICES

PROPOSAL FOR ON-CALL PLAN CHECK SERVICES







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Appendix A | Non-Collusion Affidavit



Prepared for:

City of Pico Rivera

6615 Passons Blvd. Pico Rivera, CA 90660 **Contact**: Noe Negrete P.E.

Director of Public Works

Phone: (562) 801-4389

Prepared by:



TKE Engineering, Inc.

2305 Chicago Avenue Riverside, CA 92507

Contact: Terry Renner, P.E., L.S., Q.S.D.

Senior Vice President

Phone: (951) 680-0440

E-mail: trenner@tkeengineering.com

December 12, 2023

Noe Negrete, P.E. Director of Public Works CITY OF Pico Rivera 6615 Passons Blvd. Pico Rivera, CA 90670-3658

Subject: Request for Proposal for On-Call Plan Check Services

Dear Mr. Negrete:

Thank you for the opportunity to present TKE Engineering, Inc. (TKE)'s proposal to provide professional General Plan Check Services and Other Related Engineering Services to the City of Pico Rivera (City). We have previously provided the City with plan and map checking services and are highly qualified to perform the services necessary. TKE is enthusiastic about the opportunity to assist the City with these services.

Why should the City choose TKE to provide the requested services? Please consider the following:

- 1. **Key Contact** Terry Renner, P.E., L.S., Q.S.D., Project Manager, is an authorized signatory of the firm and will be TKE's contact person for the duration of the proposal evaluation and contract. He can be reached by telephone at (951) 680-0440 and e-mail at trenner@tkeengineering.com.
- 2. Firm Identification TKE, a California Corporation, is a full service, multi-disciplinary consulting corporation located at 2305 Chicago Avenue, Riverside, California 92507 and can be found online at www.tkeengineering.com and our Federal Tax ID Number is 33-0918894. We have 23 years of experience with providing plan and map checking, as well as, on-call engineering services to public agencies and are highly qualified to perform the services necessary for project delivery.
- 3. Firm Description TKE was established with the goal of providing turnkey services for municipal land development and public works projects in order to benefit our community. As a result of the focus of the firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of services. We are a highly motivated, dynamic firm with the goal of being the City's preferred consultant. As a firm dedicated to public service, TKE's experience is exclusively related to review of development projects and publicly funded public works projects and we thoroughly understand all related requirements to protect the City's interests and avoids any conflicts of interest.
- **4. Professional Experience and Qualifications** TKE has been providing professional plan check services to numerous municipalities for the past 23 years including the City of Pico Rivera. As such, we have a thorough knowledge of the City's standards and requirements.
- **5. Project Staff** Mr. Renner will be overseeing and managing the work of our key personnel, each of whom have extensive experience providing plan check and related engineering services. Brian Wolfe, P.E., Steve Nix, P.E., P.L.S., and Monae Pugh are TKE's proposed Senior Plan Check Engineers, Justin Schlaefli, P.E., T.E., P.T.O.E., is a Traffic Engineer/Senior Plan Checker, and Ron Musser, P.L.S. will be Director of Survey in charge of map checking. Together, we will accomplish successful plan and map check and related engineering project delivery on schedule and within budget.





- **6. Proposed Sub-Consultants -** TKE will not be using sub-consultants for this on-call contract.
- **7. Cost Control and Scheduling** TKE is committed to providing high quality, efficient services to meet all of the City's needs. Prior to beginning any services, TKE will meet with City staff and discuss on-call engineering services required. TKE personnel will be allocated on an as-needed basis in order to ensure that the work will be completed on schedule.
 - TKE is able to maintain competitive rates while being able to maintain depth and quality of service needed by all of our clients. TKE will monitor the budget weekly to ensure the project remains within the budget goals of the City.
- **8. Statement & Proposal Validity** TKE's proposal shall remain valid for a period no less than 90 days from the date of submittal. All information submitted within this proposal are true and correct.
- **9. Acknowledgement of Addendum -** TKE acknowledges that no addendum has been posted regarding this on-call.
- **10. Exceptions** -TKE has no exceptions to the terms of the RFP and Professional Services Agreement. We are committed to accepting the terms and conditions within the RFP and Professional Services Agreement.

Thank you for your consideration. TKE would very much appreciate the opportunity to provide engineering services. If you have any questions, please call me at (951) 680-0440.

Sincerely,

Terry Renner, P.E., L.S., Q.S.D.

Senior Vice President

TKE ENGINEERING, INC.



TKE Engineering, Inc. | AT A GLANCE

















On-Call Contracts

TKE currently provides Plan Checking, Map Checking, Traffic Engineering, Engineering, Project Support, and Survey services for more than 30 Cities / Counties / Districts throughout Southern California

City/District Surveyor

City/District Surveyor in 9 Cities/Districts.

Traffic Engineering

Traffic Engineer in 6 Cities/Districts.

City/District Engineer

City Engineer in 5 Cities/Districts

Size of Organization

51 Professional Engineers, Plan Checkers, Traffic Engineers, Surveyors, Inspectors, Designers, Project Managers, and Support Staff

Headquarters Office

TKE Engineering, Inc. 2305 Chicago Avenue Riverside, CA 92507

Years in Business

TKE has conducted business for the past 23 years and has 23 years of experience in providing plan checking services for public clients.

Company Structure

TKE is a California Corporation founded in June 2000. TKE has no affiliates or subsidiary companies. California Business License Number: 00109901. TKE DIR No. 1000413173

Firm Owners

Michael P. Thornton, P.E., P.L.S., M.S. – President Terry Renner, P.E., L.S., Q.S.D. – Senior Vice President Steven W. Ledbetter, P.E. Vice President

City of Pico Rivera Point of Contact

Terry Renner, P.E., L.S., Q.S.D. Senior Vice President 2305 Chicago Avenue Riverside, CA 92507 Phone: (951) 680-0440

Email: trenner@tkeengineering.com

SECTION B | QUALIFICATIONS OF THE FIRM

1. FIRM PROFILE

TKE Engineering, Inc. (TKE), a California Corporation, was established in June 2000, and in the last 23 years has developed into one of Southern California's premier full-service consulting engineering firms. TKE was established with the goal of providing turnkey services for municipal agencies in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and, overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant.

TKE provides turnkey plan/map checking services for developer and capital improvement projects to numerous municipalities. The municipal services provided by our firm include Plan and Map Checking, Traffic Engineering, Surveying, Inspection, and Project Management services. Our wide range of services provides our team with an intimate knowledge and experience of the common pitfalls for each project variation and our plan checkers ensure developer projects do not fall into the same situations.

TKE's primary office is located in a business owned 7,000 square foot office building at 2305 Chicago Avenue in Riverside. TKE currently maintains a staff of 51 plan and map checkers, project managers, engineers, traffic engineers, surveyors, drafters, and clerical personnel.

TKE Engineering, Inc. continues to be the preferred consultant for a number of our clients across Los Angeles, Orange, Riverside and San Bernardino counties because our Team of licensed experts have built strong working relationships through strategic collaboration, implementation of industry best practices and lessons learned on each project; ultimately resulting in successful project completion to our clients' satisfaction. Our Team has the





capabilities and capacities to support the City of Pico Rivera in addressing its Strategic Issues by achieving the following:

- △ Support and uphold a Positive City Image through submission of consistently thorough and
 - compliant plan checks
- △ Demonstrating Exemplary Leadership by holding ourselves accountable to delivering quality services
- △ Offering Public Service Excellence through further development of a strong working partnership with the City so we may best understand how to provide necessary services that are of high priority

2. FIRM'S FINANCIAL CONDITION

TKE's organizational structure has steadily grown since our inception, which provides us with a solid foundation and ensures successful completion of any City project. In TKE's 23 years of business, not a single TKE project has gone through litigation. TKE does not have any current or pending bankruptcy, litigation, and outstanding claims in excess of twenty-five thousand dollars for or against the firm. TKE does not have any planned office closures or mergers that may impede TKE's ability to provide oncall engineering and professional consulting services. TKE has an annual gross revenue of more than \$10 million. No conditions or organizational conflicts of interest exists that will affect the ability of TKE to perform the required duties as described in this proposal.

Over TKE's 23 years of business, **ZERO**

of TKE's projects have gone through litigation.

3. RECENT PROJECT EXPERIENCE

TKE's licensed professional engineers have extensive experience providing general plan checking services for land development projects in accordance with standards, laws, policies and planning documents and master plans applicable to various public works Client requirements. Cities for which we have provided the aforementioned services include, yet are not limited to: Pico Rivera, Azusa, El Monte, Calimesa, Highland, Hesperia, Colton, and Wildomar. Project examples representing the quality work delivered for these clients are depicted on the following pages.





ON-CALL PLAN CHECKING EXPERIENCE

PICO RIVERA ON-CALL PLAN CHECKING SERVICES

City of Pico Rivera



Client Contact: Gene Edwards | Deputy Director of

Public Works

Phone Number: (562) 801-4225 Email: gedwards@pico-rivera.org

Project Cost: N/A

Completion Date: 2015-2019

RELEVANCE TO PICO RIVERA

- Local Experience
- On-Call Development and CIP Plan

Checking Contract

Conditions of Approval

Development

DESCRIPTION

TKE provided on-call plan and map checking services to the City of Pico Rivera. TKE provided plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City.

SERVICES

Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Steve Nix, P.E., L.S., Monae Pugh, Brian Wolfe, P.E.

HIGHLAND ON-CALL PLAN CHECKING SERVICES

City of Highland, CA



Client Contact: Carlos Zamano | Director of

Public Works/City Engineer

Phone Number: (909) 864-6861

Email: czamano@cityofhighland.org

Project Cost: N/A

Completion Date: 2013 - Present

RELEVANCE TO PICO RIVERA

- On-Call Development and CIP Plan
 Chasking Contract
- Conditions of Approval Development

DESCRIPTION

TKE provides on-call plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than \$7 million in Capital Improvements Projects for the current fiscal year. TKE simultaneously prepared numerous grant applications, performed plan checking on CIP, represented the City with other agencies at various meetings, represented Engineering with the City's council and other public meetings, managed engineering budgets and project schedules, prepared and acquired right-of-way, managed funding programs, provided construction management and inspection services, as well as public relations and various related work.

SERVICES

Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.

KEY STAFF

Terry Renner, P.E., L.S., Q.S.D., Michael P. Thornton, P.E., L.S., Ron Musser, L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Steve Nix, P.E., L.S., Monae Pugh, Brian Wolfe, P.E.





CALIMESA ON-CALL PLAN CHECKING SERVICES

City of Calimesa



Client Contact: Mr. Will Kolbow | City Manager

Phone Number: (909) 795-9801 Email: wkolbow@cityofcalimesa.net

Project Cost: N/A

Completion Date: 2013 - Present

RELEVANCE TO PICO RIVERA

- On-Call Development and CIP Plan Checking Contract
- Conditions of Approval

Development

DESCRIPTION

TKE provides on-call plan and map checking services to the City of Calimesa. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City.

SERVICES

Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Steve Nix, P.E., L.S., Monae Pugh, Brian Wolfe, P.E.

HESPERIA ON-CALL PLAN CHECKING SERVICES

City of Hesperia



Client Contact: Mr. Nils Bentsen | City Manager

Phone Number: (760) 947-1025 Email: nbentsen@cityofhesperia.us

Project Cost: N/A

Completion Date: 2016-Present

RELEVANCE TO PICO RIVERA

- On-Call Development and CIP
 Plan Checking Contract
- Conditions of Approval

DESCRIPTION

TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. In addition, TKE is performing plan check on several capital improvement projects within the City.

SERVICES

Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, L.S., Steve Nix, P.E., L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Monae Pugh, Brian Wolfe, P.E.





COLTON ON-CALL PLAN CHECKING SERVICES

City of Colton



Client Contact: Mr. Victor Ortiz, P.E. | City Engineer

Phone Number: (909) 514-4220 Email: vortiz@coltonca.gov

Project Cost: N/A

Completion Date: 2017-Present

RELEVANCE TO PICO RIVERA

- On-Call Development and CIP Plan
- Conditions of Approval

Development

DESCRIPTION

TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for the CalPortland/Colton Cement Plant development project, Agua Mansa Road Parcel Map 19741, 1350 Reche Canyon Road, and 1600 East Ashley Way Parcel Map 20080, all within the City. TKE has been providing plan and map checking services to the City since 2017.

SERVICES

Services included development project screen checks, response to development community inquiries, perform plan and map checking for grading, street, drainage, hydrology, and hydraulics, as well as many other municipal development related services.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, L.S, Michelle Arellano, P.E., Monae Pugh

WILDOMAR ON-CALL PLAN CHECKING SERVICES

City of Wildomar



Client Contact: Mr. Dan York

Phone Number: (951) 677-7751 ext. 226

Email: dyork@cityofwildomar.org

Project Cost: N/A

Completion Date: 2014-Present

RELEVANCE TO PICO RIVERA

- On-Call Development and CIP Plan
- Checking Contract
- Conditions of Approval

Development

DESCRIPTION

TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments and commercial retail centers within the City. TKE utilizes the City's online system (Citrix) for access and uploading of plan check documents.

SERVICES

Services included development project screen checks, response to development community inquiries, determine project impacts, develop conditions of approval, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, L.S.,





STAFFING AVAILABILITY

TKE is committed to completing all of the required plan check and map checking services required for the duration of the contract and any extensions approved by the City. TKE will always find the City as a priority client. As such, resources needed to complete the required tasks will be provided.

TKE has extensive experience with an excellent reputation in the provision of on-call plan and map checking services for municipal agencies. Throughout our history, we have provided municipal plan checking services for, land development, and capital improvement projects. We have successfully completed complex and challenging projects for a variety of municipal agencies who have continued to request that we partner with them in delivering value to their communities.

For this contract, Mr. Terry Renner, P.E., L.S., Q.S.D., Senior Vice President of TKE will coordinate and oversee all plan checking projects. He brings a vast amount of knowledge from his 23 years of experience plan checking, designing and managing similar projects throughout Los Angeles, Riverside, and San Bernardino counties. Mr. Renner will serve as Project Manager and will maintain direct and continued responsibility for all plan check services provided for the duration of this contract. He will serve as the primary contact on all matters dealing with your projects and will manage and oversee day-to-day activities throughout project completion, as well as handle all contractual matters and advise the team.

<u>Name/Role</u>	<u>Current Work</u>		<u>% Commitment</u>
Terry Renner, P.E., L.S.,	Project Management	City of Fontana	30%
	Survey/Mapping	City of Azusa	15%
Q.S.D.	Plan Checking	City of Calimesa	25%
Project Manager	Plan Checking	City of Hesperia	5%
	Proposed Project Availability:		25%

Name/Role	<u>Current Work</u>		<u>% Commitment</u>
Justin Schlaefli Traffic Engineer	CV-SYNC	CVAG	30%
	Traffic Engineering	City of Wildomar	20%
	Traffic Engineering	City of La Quinta	10%
	Traffic Engineering	City of Calimesa	10%
	Proposed Project Availability:		30%

<u>Name/Role</u>	<u>Current Work</u>		<u>% Commitment</u>
Steve Nix	Project Management	City of Upland	30%
	Plan Checking	City of Wildomar	10%
P.E., P.L.S.	Plan Checking	City of Highland	10%
Senior Plan Check Engineer	Plan Checking	City of Calimesa	20%
	Proposed Project Availability:		30%





Name/Role	<u>Current Work</u>		<u>% Commitment</u>
Brian Wolfe P.E. Senior Plan Check Engineer	Project Management	City of Highland	20%
	Project Management	City of Wildomar	15%
	Plan Checking	City of Colton	25%
	Plan Checking	City of Highland	10%
	Proposed Project Availability:		35%

Name/Role	<u>Current Work</u>		<u>% Commitment</u>
Monae Pugh Senior Plan Check Engineer	Traffic Engineering	City of Wildomar	20%
	Traffic Engineering	City of Calimesa	15%
	Traffic Engineering	City of Rialto	15%
	Traffic Engineering	City of Hesperia	15%
	Proposed Project Availability:		35%

<u>Name/Role</u>	<u>Current Work</u>		<u>% Commitment</u>
Ron Musser	Survey Map Checking	City of Azusa	30%
	Survey Map Checking	City of Hesperia	20%
P.L.S.	Survey Map Checking	City of Needles	10%
Director of Survey	Survey Map Checking	City of Highland	10%
	Proposed Project Availability:		30%



SECTION C | PROPOSED STAFFING

TKE's key staff assigned to perform the services required are identified and discussed in detail within the following section. As discussed previously, TKE currently maintains a staff of 51 personnel who are highly qualified to assist with any of the required services for this contract.

TKE has two unique advantages associated with the experience of TKE's project team. One benefit of TKE's project team is our extremely low internal turnover rate. As a result of our rigorous interview and testing procedures, coupled with our extremely high employee satisfaction rates, TKE staff has years of experience working together. The close relationships each of our staff members have with one another provide the City with an extremely well rounded and experienced team. As such, TKE's project team experience directly correlates with TKE's firm experience described previously.

The second benefit of TKE's project team is our internal training procedures. TKE has strived to develop techniques that reach outside the box and develop well rounded individuals committed to providing high quality, efficient services to meet all of our clients' needs. TKE trains our staff on every facet of engineering design and construction to provide a level of knowledge that can identify problems in every phase of a project, from planning through construction.

It is this commitment to service and diverse array of offerings that makes us unique and drives our longstanding relationships with our client base. Understanding that all aspects of miscellaneous consulting services are important to ensure the City's interests are protected and project schedules are met, our team brings TKE management level professionals to projects ensuring that every aspect receives full and comprehensive consideration. It is this personal touch and contact that define our 'local service' approach. We consider ourselves community builders and take ownership of services requested from TKE, ensuring that our

personnel will be allocated on an as-needed basis in order to complete all services on schedule and within specified budget. TKE is committed to responding to our clients' needs as they arise.

1 KEY PERSONNEL



Terry Renner, P.E., L.S, Q.S.D. Project Manager

> R.C.E. No. 69984 P.L.S. No. 9762

Q.S.D. Certification No. 24329

Mr. Renner has 23 years of engineering and surveying experience and also has experience as a Plan Checker and Project Manager. Mr. Renner is a Registered Civil Engineer and licensed Land Surveyor in the State of California. He has extensive experience in the design and construction of public works improvement projects, including checking, project management, design engineering, construction management and surveying services. In addition, as detailed on Mr. Renner's resume, he has experience with drainage studies preparation, design and construction engineering for street, sewer and drainage system improvement projects. Mr. Renner is well trained in the use of computerized drawing software. He will assist with various tasks throughout the course of providing engineering services, such as base construction drawings, design and construction estimates.

Mr. Renner's role on the team will be to manage plan checking duties, compliance with standards and regulations and perform quality assurance and quality control on all documents.







Justin Schlaefli, P.E., T.E., P.T.O.E. Traffic Engineer

R.C.E. No. 69984

Justin has 22 years of experience in the

transportation field. He is responsible for managing projects on a day-to-day basis as well as interfacing with other project team members and decision makers/ government staff and Contractors. specializes in Intelligent Transportation Systems, Transportation Planning, Construction, Traffic Engineering and Traffic Operations. He has experience working on both public sector projects as well as private sector development. His experience ranges from construction management and inspection to operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, trip generation studies, traffic micro-simulation, signal operations, signal timing, traffic control and design/build of ITS solutions. In addition, Justin has served as a subject matter expert in court, for the State of California and for vendors in the transportation industry. He is also a proud alumnus of San Diego State University where he has been a guest lecturer and has taught Transportation Engineering, helping to mentor the next generation in his field.



Steve Nix, P.E., P.L.S. Senior Plan Check Engineer

> R.C.E. No. 56810 P.L.S. No. 8146

Mr. Nix, has over 39 years of experience in engineering planning, design, and

construction management for public works projects. Mr. Nix has served several cities as it's resident engineer and other capacities including City of Chino, City of Chino Hills, City of Montclair, City of Ontario, City of Fontana, City of Riverside, and Chino Basin Municipal Water District in both the public and

private sectors. He has served the City of Upland as the Sanitary Sewer Specialist and East Valley Water District as the Director of Engineering and Operations. His experience includes design and construction management of all types of civil engineering projects ranging from single and multifamily residential, commercial and industrial development projects, public works projects including street, sewer, water, storm drain improvements, water wells construction including wellhead treatment, sewage and water pump stations, water reservoirs as well as sewage treatment and transmission



Brian Wolfe, P.E. Senior Plan Check Engineer

R.C.E. 69109

Brian Wolfe has over 20 years of experience in civil engineering and land surveying for both private and public sectors of the

industry. His experience in design, construction and plan checking includes a variety of improvement projects such as street improvements, pavement rehabilitation, signing and striping, precise grading, water mains, demolition, reservoir rehabilitation, and sewer mains. He has provided augmentation, capital improvement design, construction management and plan checking services for several Southern California public agencies including 5 years with the City of Adelanto. experience also includes public works construction inspection, legal descriptions for easements, topographic surveying and construction surveying.

Many of his projects involved ADA accessible pathways and grant funding management such as Safe Routes to Schools and Community Development Block Grant (CDBG) improvements. Mr. Wolfe is also well versed in traffic calming, bicycle facility design, warrant analysis and temporary traffic control. Previous traffic engineering duties included close collaboration with City Police Departments to





resolve parking violation enforcement issues and increasing traffic safety.



Monae Pugh Senior Plan Check Engineer

Monae Pugh has over 32 years of Municipal and Public Agency engineering experience with a wide range of responsibilities and projects emphasizing the

discipline of Transportation and Traffic Engineering. Her most recent experience includes management of both Land Development and Traffic Engineering Departments for the City of Fontana. Prior experience includes over 17 years in the County of Riverside Traffic Engineering Department. She is a Certified Grant Writer through Cal State San Bernardino Certification Program and has secured multiple Transportation grants for a wide variety of infrastructure projects.



Ron Musser, P.L.S. Director of Survey

P.L.S. No. 4230

Mr. Musser has over 50 years of experience in performing field and office surveying services for public and private projects

including design surveys and right-of-way acquisition projects. Prior to joining TKE Engineering, Inc., Mr. Musser worked at the County of Riverside as a County Surveyor for nearly 22 years providing mapping, easement document preparation, field surveying and calculations support for hundreds of projects. He has prepared records of survey, parcel maps, tract maps, right-of-way and easement documents in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys.

TKE's professional team is supported by 51 engineering assistants, surveying assistants, and

administrative staff. Corporate resumes along with an organizational chart for the entire team are presented on the following pages.





2 RESUMES



TERRY RENNER, P.E., L.S., Q.S.D.

Project Manager

TKE Engineering, Inc.

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License Number 69984 (CA) Qualified SWPPP Developer and Practitioner #24329 P.L.S.

CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training

AFFILIATIONS

American Public Works Association American Council of Engineering Companies of California Mr. Renner is the Senior Vice President of TKE and has over 23 years of experience in civil engineering design, plan checking, project management and construction management of both development and public works infrastructure projects, including grading improvements, street and transportation improvements, drainage improvements, water improvements, sewer improvements, facilities improvements and recreation improvements. He currently provides plan checking services for the cities of Calimesa, Upland, Wildomar, Highland, and El Monte. He has managed plan check work on a variety of development projects including small to very large projects as the municipal agency's technical review staff. He has provided management of development project screen checks, responses to development community inquiries, acceptance of submittals on behalf of agencies, determination of project impacts, development conditions of approval, presentation of projects to planning commissions, preparation of council agenda reports, performed plan checking as well as many other municipal development related services. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

DETAILED PROJECT EXPERIENCE

- TM 18249; Upland Crossing; Eleventh Street, City of Upland, CA – Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 16 acre, 125 lot, single family development project.
- Tract 18274; Upland Crossing College Heights Basin, City of Upland, CA – Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 12-acre, high density development project.
- **TTM 18697**, *City of Upland*, *CA* Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 10-acre, 209-unit mixed use development project.
- **TTM 18951,** *City of Upland, CA* Mr. Renner was responsible for water, sewer, drainage, street, grading and water quality management plan check services on a 4-acre, 78-unit high density development project.
- **TTM 15461,** *City of Upland, CA* Mr. Renner was responsible for sewer, street, and grading plan check services on a one-unit single family residential development project.
- TTM 26811 Singleton Road, Mastercraft Development, City of Calimesa, CA Mr. Renner was responsible for precise grading plan check services on the 200-lot subdivision.





 TTM 30386 Bryant Street, City of Calimesa, CA – Mr. Renner was responsible for street and storm drain, grading and signing and striping plan check services on the 400-lot subdivision.





JUSTIN P. SCHLAEFLI, P.E., T.E., PTOE

Traffic Engineer

TKE Engineering, Inc.

EDUCATION

B.S., Civil Engineering, San Diego State University

M.S., Civil Engineering, Norwich University

CERTIFICATIONS

P.E. License Number 74670 (CA)

T.E. License Number 2564 (CA)

REGISTRATIONS

Professional Traffic Operations Engineer IMSA Level II Signal Technician — Field Certified Fiber Optic Technician

AFFILIATIONS

Former Second Vice President, San Diego Highway Development Association Justin has 21 years of experience in the transportation field. He is responsible for managing projects on a day-to-day basis as well as interfacing with other project team members and decision makers/ government staff and Contractors. He specializes in Intelligent Transportation Systems, Transportation Planning, Construction, Signal Maintenance, Traffic Engineering and Traffic Operations. He has experience working on both public sector projects as well as private sector development. His experience ranges from construction management and inspection to operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, trip generation studies, traffic micro-simulation, signal operations, signal timing, traffic control and design/build of ITS solutions. In addition, Justin has served as a subject matter expert in court, for the State of California and for vendors in the transportation industry. He is also a proud alumnus of San Diego State University where he has served as a guest lecturer and adjunct faculty teaching Transportation Engineering and helping to mentor the next generation in his field.

Through his career, Justin Schlaefli has accumulated truly unique experience in Traffic Engineering. For example, Justin has served as an expert for the State Board of Professional Engineers with respect to creation of the Traffic Engineer license exam. In addition, Justin has served as a qualified expert witness for the US Attorney's office in cases involving traffic accidents and traffic signal timing. In addition, Justin has completed hundreds of traffic and safety studies throughout his career including substantial CEQA/NEPA work. Finally, Justin has overseen design/build projects for signal modification and ITS improvements including projects in Caltrans jurisdiction and involving multi-agency coordination.

DETAILED PROJECT EXPERIENCE

- City Traffic Engineering, Various Cities, CA Mr. Schlaefli provided on-call traffic engineering services to various Cities. He is currently responsible to review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation, and certifications, and school zone analysis. While providing these services to the City, Mr. Schlaefli has represented the City with other agencies, at numerous consultants and developers meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- On-Call Plan Checking, City of Pico Rivera, CA Mr. Schlaefli served as the Traffic Engineer. TKE provides on-call plan and





Member National Academy of Sciences, Transportation Research Board

Member, Institute of Transportation Engineers

Vice President of Professional Development, San Diego State University Alumni Board of Advisors

Adjunct Faculty, San Diego State University

map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. In addition, TKE is performing plan check on several capital improvement projects within the City.

- On-Call Plan Checking, City of Hesperia, CA Mr. Schlaefli served as the Traffic Engineer. TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. In addition, TKE is performing plan check on several capital improvement projects within the City.
- On-Call Plan Checking, City of Highland, CA Mr. Schlaefli served as the Traffic Engineer. TKE provides on-call plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than \$7 million in Capital Improvements Projects for the current fiscal year. TKE simultaneously prepared numerous grant applications, performed plan checking on CIP, represented the City with other agencies at various meetings, represented Engineering with the City's council and other public meetings, managed engineering budgets and project schedules, prepared and acquired right-of-way, managed funding programs, provided construction management and inspection services, as well as public relations and various related work.
- On-Call Plan Checking, City of Calimesa, CA Mr. Schlaefli served as the Traffic Engineer. TKE provides on-call plan and map checking services to the City of Calimesa. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City.





STEVE NIX, P.E., P.LS.

Senior Plan Check Engineer

TKE Engineering, Inc.

EDUCATION

Chaffey College

REGISTRATIONS

P.E. License Number 56810 (CA) L.S. License Number 8146 (CA)

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers (ASCE) American Public Works Association (APWA) Mr. Nix, has over 39 years of experience as a Civil Engineer. He has worked on a variety of development projects, ranging in size from small to very large, as the municipal agency's technical review staff. He has provided development project screen checks, responded to development community inquiries, accepted submittals on behalf of agencies, determined project impacts, developed conditions of approval, presented projects to planning commissions, prepared council agenda reports, performed plan checks, seamlessly executed the entitlement process, as well as many other municipal development services. In addition, Mr. Nix has served several cities as it's resident engineer in other capacities including the City of Chino, City of Chino Hills, City of Montclair, City of Ontario, City of Fontana, City of Riverside, and Chino Basin Municipal Water District in both the public and private sectors. He has served the City of Upland as the Sanitary Sewer Specialist and East Valley Water District as the Director of Engineering and Operations. His experience includes survey, design and construction management of all types of civil engineering projects ranging from single and multi-family residential, commercial and industrial development projects, public works projects including street, sewer, water, storm drain improvements, water wells construction including wellhead treatment, sewage and water pump stations, water reservoirs as well as sewage treatment and transmission

DETAILED PROJECT EXPERIENCE

- On-Call Plan and Map Checking Services, Various Cities- Mr. Nix
 has provided on-call plan checking services to several local
 Southern California Cities. His experience includes providing plan
 checking services for several small and large tract developments,
 single family residential units, and commercial retail centers. His
 services have included development project screen checks,
 responding to development community inquiries, performing plan
 checking for grading, street, storm drain, landscaping, street
 lighting, traffic signal, SWPPP, erosion control, and WQMP plans,
 as well as conducting all facets of municipal development related
 services.
- Director of Public Works, City of Montclair- Mr. Nix served as Director of Public Works for the City of Montclair. His project. experience includes wet utility relocations necessary to support the extension of the Metro Rail from San Bernardino to Redlands and the Central Avenue Rehabilitation Project between Phillips Blvd and Arrow Route in the City of Montclair. He also provided contract support for plan check services for all Development Projects within the City of Montclair. This included review of entitlement processing and review of all improvements plans and mapping needed to facilitate new development projects, he also provided design, QA/QC and shop drawing review required for Land Development projects.
- Director of Engineering and Operations, East Valley Water District, City of Highland-Mr Nix served as the Director of





Engineering and Operations for the East Valley Water District. He was responsible for daily operations and managing the Capital Improvement Program which averages \$5-6M of improvements to District facilities per year. The Operations Division included both water and wastewater and served approximately 102,000 residents within City of Highland and portions of both City and County of San Bernardino. The Water Division also operates a 8 MGD surface water treatment plant which provides about 1/3 of the potable water used within the District.







BRIAN D. WOLFE, P.E.

Senior Plan Check Engineer

TKE Engineering, Inc.

EDUCATION

M.S. Civil Engineering, California State Polytechnic University, Pomona

B.S. Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License Number 69109 (CA)

AFFILIATIONS

American Society of Civil Engineers (ASCE) Past-President, San Bernardino/Riverside County Branch Brian Wolfe has over 20 years of experience in civil engineering and land surveying for both private and public sectors of the industry. His experience in design, construction and plan checking includes a variety of improvement projects such as street improvements, pavement rehabilitation, signing and striping, precise grading, water mains, demolition, reservoir rehabilitation, and sewer mains. He has provided staff augmentation, capital improvement design, construction management and plan checking services for several Southern California public agencies including 5 years with the City of Adelanto. His experience also includes public works construction inspection, legal descriptions for easements, topographic surveying and construction surveying.

Many of his projects involved ADA accessible pathways and grant funding management such as Safe Routes to Schools and Community Development Block Grant (CDBG) improvements. Mr. Wolfe is also well versed in traffic calming, bicycle facility design, warrant analysis and temporary traffic control. Previous traffic engineering duties included close collaboration with City Police Departments to resolve parking violation enforcement issues and increasing traffic safety.

Mr. Wolfe has written and presented many staff reports for recommend action to commissions as well as contract awards for City council. Recommended action often required close coordination with the public and businesses. Mr. Wolfe has represented the city at numerous regional meetings with SBCTA and Caltrans.

DETAILED PROJECT EXPERIENCE

- On-Call Plan and Map Checking Services, Various Cities- Mr. Wolfe has provided on-call plan checking services to several local Southern California Cities. His experience includes providing plan checking services for several small and large tract developments, single family residential units, and commercial retail centers. His services have included development project screen checks, responding to development community inquiries, performing plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans, as well as conducting all facets of municipal development related services.
- City Engineering Services, City of Adelanto Mr. Wolfe provided full time civil engineering services to the city, as the City Engineer. While providing these services to the city, he has represented the city with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, and he has managed infrastructure development projects.





• Tract 20017; Spanish Trails, City of Upland- Mr. Wolfe was responsible for water, sewer, drainage, street, WQMP, SWPPP and grading plan check services on a 4.75-acre, residential development project.





MONAE PUGH

Senior Plan Check Engineer

TKE Engineering, Inc.

EDUCATION

UC Berkley Institute of Transportation Engineers

AFFILIATIONS

Institute of Transportation Engineers

Ms. Pugh has over 32 years of Municipal and Public Agency engineering experience with a wide range of responsibilities and projects emphasizing the discipline of Transportation and Traffic Engineering. Her most recent experience includes management of both Land Development and Traffic Engineering Departments for the City of Fontana. Prior experience includes over 17 years in the County of Riverside Traffic Engineering Department. Ms. Pugh has actively pursued continuing education throughout her career through U.C. Berkley extension courses offered by the Institute of Transportation Studies and couples this with functional engineering experience. She is a Certified Grant Writer through Cal State San Bernardino Certification Program and has secured multiple Transportation grants for a wide variety of infrastructure projects.

DETAILED PROJECT EXPERIENCE

- City of Hesperia Traffic Engineering Ms. Pugh provides oncall traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- City of Corona Traffic Engineering Services Ms. Pugh provides on-call traffic engineering services to the City of Corona. She managed numerous in-house traffic signal designs, reviewed developer submitted traffic impact reports, provide plan checking on traffic control plans submitted for developer projects and capital improvement projects. While providing these services to the City, Ms. Pugh has represented the City during meetings with City consultants and developers, managed engineering budgets and project schedules, and various related work.
- City of Calimesa Traffic Engineering Ms. Pugh provide oncall traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data,

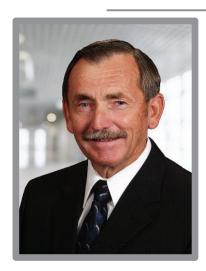




traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis.







RON MUSSER, P.L.S.

Director of Surveys

TKE Engineering, Inc.

REGISTRATIONS

P.L.S. License Number (CA): 4230

Mr. Musser has over 52 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides map checking services to the cities of Calimesa, Upland, Azusa, Pico Rivera and El Monte.

DETAILED PROJECT EXPERIENCE

- On-Call Survey and Map Checking Services, City of Calimesa, CA Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- On-Call Survey and Map Checking Services, City of Hesperia, CA Mr. Musser provides on-call map checking services to the City of Hesperia. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- On-Call Map Checking Services, City of Upland, CA Mr.
 Musser provides on-call map checking services to the City of
 Upland. Mr. Musser is providing map checking services for
 several tract developments, single family residential units and
 commercial retail centers within the City. Services include
 closure calculations, development project screen checks,
 response to development community inquiries, perform map
 checking for tract maps, parcel maps, lot line adjustments, lot
 mergers, records of survey, corner records, easement and
 right-of-way acquisitions.





3 CONTINUITY OF PERSONNEL

Key Personnel from TKE Engineering, Inc. will be available to the extent proposed for the duration of the required services. TKE acknowledge s no person designated as "key" shall be removed or replaced without prior written concurrence of the City.





4 ORGANIZATIONAL CHART AND STAFF

AVAILABILITY



Terry Renner P.E., L.S., Q.S.D.

Traffic Engineer

Justin Schlaefli, P.E., T.E., P.T.O.E. Senior Plan Check Engineer

Steve Nix, P.E., P.L.S.

<u>Senior Plan</u>
<u>Check</u>
Engineer

Brian Wolfe, P.E. Senior Plan Check

> Monae Pugh

<u>Director of</u> <u>Survey</u>

Ron Musser P.L.S.



SUPPORT TEAM

(50+ Members)

Michael P. Thornton P.E., P.L.S. | President

Steven W. Ledbetter, P.E. | Vice President

Michelle Arellano, P.E. | Senior Plan Check Engineer

Steve Dukett | *Managing Director Development Services*

Brett Enscoe | Survey Party Chief

Mycal Batla | Survey

Patrick Palafox | Senior Construction Inspector

Jeffrey Lynn | Senior Public Works Inspector

Michael Counce | Senior Public Works Inspector

Brad Enscoe | Senior Public Works Inspector

Stephen Biscotti | Senior Public Works Inspector

Jeff Lantosh | Senior Public Works Inspector

Naeem Dulloo | Senior Public Works Inspector

Tyler Ault | *Senior Public Works Inspector*

Ralph Martinez | Senior Public Works Inspector

Brian McDuffie | Senior Public Works Inspector

Tony Tran | Senior Public Works Inspector

Octavio Parada | Project Manager

Jennifer Cioffi, P.E. | Project Manager

Steve Libring, T.E. | Traffic Engineer

Shelby Kelley, E.I.T. | *Associate Engineer*

Daniel Melero, E.I.T. | Associate Engineer

Chance Renner, E.I.T. | Associate *Engineer*

Marvin Lara, E.I.T. | Associate Engineer

Metehan Gumustekin, E.I.T. | Associate Engineer

Travis Bradshaw, E.I.T. | Associate Engineer

Jose Martinez | Associate Engineer

Alex Estepa | Associate Engineer

Jose Hernandez | Associate Engineer

Jayden Renner | Engineering Technician

Oliver Zavala | Engineering Technician

Emmanuel Perez, E.I.T. | Engineering Technician

Julian Bernardino | Assistant Engineer

Aaron Vargas | Assistant Engineer

Rushdi Helo | Assistant Engineer

Aileen Morales | Assistant Engineer

Michelle Sells | Accounting/Office Manager

Deana Vilches | Clerical

Tracey McLoughlin | Clerical

Jeannette Barlow | Clerical

Genesi Lozano | Proposal Coordinator

Gabriela Sandoval | Business Development Coordinator

Claire Thornton | *Marketing Assistant*





SECTION D | CONSULTANTS AND/OR SUB-CONSULTANTS

TKE Engineering Inc. will not retain a sub- consultant for this on-call.





SECTION E | WORK APPROACH

1 STATEMENT OF UNDERSTANDING

The City of Pico Rivera (City) desires to retain a qualified engineering consultant to perform plan checking and other related engineering services including but not limited to review of the following improvement plans, documents, and technical studies:

- △ Grading Plans
- △ Storm Drain Plans
- △ Street Improvement Plans
- △ Traffic Signal and Interconnect Plans
- △ Traffic Engineering Reports
- △ Water, Sewer and Reclaimed Water Pipeline plans
- △ Water, Sewer and Reclaimed Water Mechanical and Electrical Plans
- △ Tract and Parcel Maps
- △ Records of Survey
- △ Lot Line Adjustments and Mergers
- △ Easements, Vacation, and Right-of-Way Dedications
- △ Water Quality Management Plans
- △ Erosion Control Plans
- △ Hydrology/Hydraulic Reports
- △ Soils and Geotechnical Reports
- △ Survey Monumentation and Centerline Ties
- △ Title and Closure Reports

TKE also understands that all plan checking will require adherence to a schedule of turnaround timeframes set by the City. We also recognize the importance of ensuring each plan check stays within the three-cycle maximum, and must be completed within the following scheduling allotments:

- △ First submittal: 10 working days
- △ Second submittal: 5 working days
- △ Third submittal: 3 working days

- △ Final Approval review: 2 working days
- △ Delta revision change pre-construction phase: 7 working days
- △ Delta revision change during construction phase: 3 working days

We understand that although expedited reviews are less typical; the City anticipates some of the project priorities will require a more aggressive schedule with regard to plan checks.

TKE Team staff will demonstrate proactive communication strategies to keep the City informed about plan check status updates and any potential issues that may arise. We will be readily available on a daily basis to provide these necessary updates to the City's Project Engineers prior to returning the plan check to the developer or its representative.

2 PROJECT APPROACH

TKE and the City have a common goal, successful project delivery. Our definition of successful project delivery is:

- Project completion that meets all project requirements
- △ Project completion within budget
- △ Project completion on schedule

Our goal is not limited to project processing only, but includes the incorporation of value engineering and constructability review. Through the evaluation and management of specific alternatives, we will facilitate the delivery of the most cost-effective project alternative that meets design requirements and will provide for the greatest opportunity for expedited construction.

To achieve our goal, we approach our projects by first developing a project plan. Our project plan considers the major issues described below. Prior to beginning plan checking services, we would perform the following:

△ Detailed Review of the Project





- △ Preliminary Research and Data Collection
- △ Client Inquiries
- △ Field Reconnaissance

3. SCOPE OF SERVICES

TKE's typical projected scope of services is presented in the following paragraphs:

PROJECT MANAGEMENT

Project management will be an essential element in project delivery. Effective communications will lead to effective management. Management will include weekly reviews of project budget and schedules and regular meetings with all project shareholders.

For all projects, either development or capital improvement, the most important aspect of management will be to ensure that the City's interest is protected to the maximum extent possible. Any deviation from standards and requirements will be referred to the Public Works Director and TKE will implement direction given by City staff.

For development projects, project requirements and project schedule compliance will be important. Project requirements will be assessed by the plan checker and presented to the City's management staff (i.e. Development Services Director). Upon receipt of direction from City administration, the Plan Checker will be responsible to verify that development is completed in compliance with those project requirements. TKE's effective project management techniques will ensure that compliance will occur.

For developers, time is money. For the City, development assists the City's economic engine. Therefore, maintaining the project schedule will be one of the most important tasks for the plan check process. Further, maintaining excellent communications will prevent any project processing misunderstandings leading to project delays. TKE

management techniques will result in efficient project delivery.

TKE's management approach includes:

Monthly Progress Reports – TKE documents project progress for all plan check projects assigned to TKE by a comprehensive plan check summary log. The summary log includes project name and related number, plan description, plan check number, date of receipt, due date, return date and notes.

Communication – Communications with agencies' staff is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting/conference indicating action items and a schedule for completion of these items.

Record Keeping – TKE keeps records in an organized filing system both in hard copy and electronic forms. This organized filing system allows TKE to access records immediately should they be needed.

Meetings – TKE meets with project stakeholders as needed. We meet with them upon request and throughout the course of plan checking to ensure all comments are properly addressed and considered in the project design. All meeting preparation (agendas, exhibits, slide shows, etc.) will be prepared by TKE for each meeting. Again, meetings will be documented. TKE has provided numerous meetings with other consultants and developers to adequately convey the City design requirements.

Team Meeting – Team meetings include all parties that have any interest in the project development. In particular, the City's Engineering and Public Works Departments will be a close working partner with TKE in determining plan check requirements and conditions for development and capital projects.

PLAN AND MAP CHECKING





TKE has provided numerous municipalities and agencies throughout Southern California with consulting services and staffing for every facet of Public Works for the past 23 years. In addition, we have worked on multi-million-dollar regional mega projects for a variety of government agencies and master planned developments with more than 15,000 homes. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified plan check staff enables our clients to serve their community in a cost effective and efficient manner.

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for plan and map checking. TKE is fully capable of providing plan and map checking staff on a full-time, part-time, on-call, interim, or project specific basis. Please refer to our project team presented below together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different agencies. TKE understands that City's development and capital improvement standards were developed to meet the needs of that particular community. TKE will develop a thorough understanding of these standards together with the needs of the community. For each project that TKE is assigned, TKE will verify compliance with City standards. Furthermore, with our extensive experience, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure.

REGULATORY, SUBDIVISION MAP ACT AND CITY STANDARDS COMPLIANCE

Another primary function of the Plan Checker is to verify compliance with all aspects of federal, state, and local laws as well as the subdivision map act and City standards. TKE is already well versed with

federal, state and local development law and the map act requirements. Furthermore, TKE is extremely knowledgeable of City standards as we have been providing municipal services for 23 years and will verify that all design related to engineering components are prepared in accordance with these requirements and standards. TKE Team staff will also take initiative to become expert-level users of the e-Plan Soft system to ensure reviews of all improvement plans, technical studies, and other documents are performed to the City's satisfaction.

COMMUNICATION

TKE provides effective project management of plan checking services to a variety of clients. We have successfully delivered plan and map checking services for extensive and highly visible developer and CIP street improvement, traffic improvement, drainage improvement, water, wastewater and facility improvement projects for the Counties of San Bernardino and Riverside, Cities of Pico Rivera, Upland, Fontana, Hesperia, Banning, Calimesa, Corona, Pico Rivera, Adelanto, Highland, Yucaipa, Rialto, Redlands, El Monte, Azusa, South El Monte, and Wildomar. TKE's approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public's investment.

DIGITAL AND STANDARD PLAN CHECKING SERVICES

- △ Street and Storm Drain Improvements
- △ Grading, Erosion Control and/or Drainage Plans
- △ Construction Detour Plans
- △ Striping and Signing Plans
- △ Bridge or Retaining Wall Structures not under Building Permit purview
- △ Consistency with Other Planned Improvements
- △ Final and Parcel Maps





- △ Easement, Dedications
- △ Vacations, Quitclaims
- △ Lot Line Adjustments
- Parcel Mergers
- △ Water Quality Management Plans

PLAN CHECK SUBMITTAL ITEMS AND REPORTS

- △ Road Structural Section Components
- △ Hydrology and Hydraulic Calculations and Reports
- △ Street Layout Design
- △ Structure Calculations not under Building Permit purview
- △ Traffic Reports or Studies
- △ Quantity Estimates
- △ Engineer's Cost Estimates
- △ Soils/Geological Reports
- △ Compliance With Current NPDES Permits

TECHNICAL SPECIFICATIONS FOR PROPOSED IMPROVEMENTS IN CITY ROAD RIGHT OF WAY

- △ Road Structural Section components
- △ Trench backfill and restoration
- △ Storm Drain line and appurtenances
- △ Traffic Signal components
- △ Signing and Striping

DEVELOPMENT SERVICES

As discussed previously, TKE has extensive experience with Public side development services processing. TKE will provide:

- △ Project Screen Checks
- △ Respond to Development Inquiries

- △ Accept Project Submittals
- △ Review Submittals for Completeness
- △ Perform Administrative Reviews
- △ Determine Project Impacts
- △ Determine Project Impact Fees
- △ Develop Project Conditions of Approval
- △ Assist Planning in Preparation for Planning Commission Consideration
- △ Review Environmental Documents
- △ Prepare Council Agenda Reports
- △ Review Plan and Maps for Regulatory Compliance
- △ Review Cost Estimates for Required Bonding
- △ Prepare Development Agreements
- △ Oversee Inspection of Construction
- △ Review Grading Certifications
- △ Review As-Built Plans
- △ Assist with Other Development Related Issues

CIVIL ENGINEERING

TKE regularly provides design services on a wide variety of public works improvement projects. TKE's Civil Engineering projects have included:

- △ Local Streets and Road Design
- △ Street Widening
- △ Traffic Signal Design
- △ Traffic Studies and Warrant Analysis
- △ Traffic Impact Studies
- △ Pavement Rehabilitation
- △ Pavement Management Systems
- △ Grading Studies, Design and Earthwork Analysis
- △ Capital Improvement Programs (CIPs)
- △ Neighborhood Improvement Preservation





- △ Hydrologic Studies / Hydraulic Design
- △ Storm Water Pollution Prevention Plans (SWPPP)
- △ Sediment and Erosion Control Facilities
- △ Hydromodification Studies / Water Quality Management Plans (WQMPs)
- △ Storm Drainage Infrastructure Planning and Design
- △ Retention / Detention Basins
- △ Storm Drain and Channels
- △ Sanitary Sewer Infrastructure Planning and Design
- △ Sanitary Sewer Gravity Main, Force Main, and Lift Stations
- △ Potable and Recycled Water Infrastructure Planning and Design
- △ Water System Reservoirs and Pumping Facilities
- △ Filtration Systems
- △ Floodplain Analysis and Mapping

TRAFFIC ENGINEERING SERVICES

TKE proudly serves the following services related to traffic engineering projects:

Transportation Engineering

- △ Planning Studies
- △ Review Traffic Impact Studies
- △ Grant Funding Applications
- △ Signing and Striping Plan Review and Preparation
- △ Development Review including Drainage Studies and WQMP
- △ Prepare Project Conditions of Approval
- △ Other Services as Requested
- △ Traffic Control Plan Review and Preparation

Roadway/Highway Engineering

△ Roundabout Design

- △ Drainage Analysis and Hydrology Reports
- △ Environmental Studies and Reports
- △ Quantity and Cost Estimates
- △ Roadway/Highway Engineering Plans and Specifications
- △ Erosion Control and WQMP Plans
- △ Right-of-Way Maps and Documents
- △ Agreements
- △ Land surveys
- △ Public Outreach
- △ Other Services as Requested

Traffic Engineering

- △ Traffic Engineering Design
- △ Sign and Striping Plan Design
- △ Traffic Control
- △ Warrant Analysis
- △ Other Services as Requested

In compliance with the City's TIA Guidelines, TKE will also provide quality traffic analysis services by preparing detailed plans, documents, and technical studies to determine impact and mitigations regarding traffic circulation.

SURVEYING, MAPPING, AND RIGHT-OF-WAY ENGINEERING

TKE provides Land Analysis services for many projects. TKE's Director of Survey for the past decade, Ron Musser, P.L.S., will also provide signatures on map statements as the City Surveyor per the City's requirements Our Surveying and Mapping experts provide the following services:

- △ Transportation Improvements
- △ Land and Real Estate Evaluations
- △ Grade Separations
- △ Street Widening
- △ Construction Layout/Staking
- △ Right-Of-Way Engineering





- △ Boundary Surveys
- △ Construction Surveys
- △ Design Surveys
- △ Legal Description Surveys
- △ Aerial Mapping
- △ A.L.T.A. Surveys
- △ Topographic Surveys
- △ Control Surveys
- △ Easement Surveys

4. PROJECT EXPERIENCE

Throughout our history of 23 years serving the Southern California region, we have provided multi-disciplinary public works inspection and plan checking, planning, design and construction support services for large and small projects. We have successfully completed plan checks for complex and challenging projects for a variety of municipal agencies who have continued to request that we partner with them in delivering much needed infrastructure to their communities.

SIMILAR SERVICES

TKE continues to provide municipalities and agencies with developer plan checking services and staffing for every facet of development and public works projects. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enable our clients to serve their constituents in a cost-effective and efficient manner.

A few examples of similar services provided by TKE are the City of Colton, City of Hesperia, the City of Calimesa, the City of Highland, and the City of Wildomar. Each are discussed below:

Colton - TKE provides on-call plan and map checking services to the City. TKE has provided plan checking services for the CalPortland/Colton Cement Plant

development project, Agua Mansa Road Parcel Map 19741, 1350 Reche Canyon Road, and 1600 East Ashley Way Parcel Map 20080, all located within the City. TKE's services included performing development project screen checks, responding to development community inquiries, performing plan and map checking for grading, street, drainage, hydrology, and hydraulics, as well as many other municipal development related services. TKE has been providing plan and map checking services to the City since 2017.

Hesperia – TKE serves the City of Hesperia as its City Engineer. TKE is responsible for all engineering activities performed by City staff including design, survey, plan and map checking, traffic engineering, grant assistance, project management, inspection, development services, CIP development and its design and implementation.

Calimesa – TKE serves the City of Calimesa as its City Engineer. TKE is responsible for all engineering activities performed by City staff including design, survey, plan check, map check, traffic engineering, project construction management, inspection and grant assistance for development services, CIP development and its implementation.

Highland - TKE provides on-call plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than \$7 million in Capital Improvements projects for the current fiscal year. While providing these services to the City, TKE prepared numerous grant applications, performed plan checking on Capital Improvement projects, represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, prepared and acquired right-of-way, managed funding programs, provided plan and map checking for capital improvement projects, provided





construction management and inspection services, provided public relations and various related work.

Wildomar – TKE is currently providing on-call plan, map and WQMP checking services to the City of Wildomar for numerous development and Capital Improvement Projects. In addition, TKE currently provides on-call design and construction administration services on capital improvement projects within the city. TKE has been providing plan and map checking services to the City since 2014.

5. QUALITY CONTROL/QUALITY ASSURANCE

TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all services. High quality review yields the following tangible results:

- △ Ease of Oversight
- △ Accurate Analysis
- △ Smoother Processing
- △ Minimized Construction Support Cost
- △ Absence of Design-Related Change Orders
- △ Reduced Claims and Dispute Resolution Costs

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire design process and all design activities. This program requires not only formal procedures for checking, but encourages the conscientious effort of experienced people to always "create quality" in every task performed throughout the design process.

This program has become a natural element in all aspects of TKE's traffic related design and management activities, and will guide our work on this contract:

△ Staff Training and Development

- △ Assignment of Experienced Staff
- △ Continuity of Staffing
- △ Project-Specific Work Plan
- △ Schedule Compliance
- △ Comprehensive Field Review and Compilation of Site Data
- △ Established Design Procedures
- △ Established Detailing Standards
- △ Established Checking Procedures, Including Independent In-House QA/QC Review
- △ Dual (Independent) Quantity Estimates



SECTION F | CLIENT REFERENCES

Please see the Table below for a small, but representative list of agencies who have and continue to request TKE to assist them in delivering valuable projects to their communities. We respectfully request that you verify our qualifications with the listed references.

AGENCY	CONTACT NAME	CONTACT INFO	DATES OF SERVICE
City of Upland 1370 N. Benson Avenue Upland, Ca 91786	Bob Critchfield Engineering Manager	P: (909) 291-2946 bcritchfield@ci.upland.ca.us	2000 – Present
City of Hesperia 9700 Seventh Avenue Hesperia, Ca 92345	Mr. Nils Bentsen City Manager	P: (760) 947-1901 Nbentsen@Cityofhesperia.us	2016 – Present
City of Fontana 16489 Orange Way Fontana, Ca 92335	Mr. Phil Burum Deputy City Manager	P: (909) 350-6727 Pburum@Fontana.org	2000 – Present
San Bernardino Municipal Water Department 1350 S E Street San Bernardino, Ca 92408	Mr. Ted Brunson Water Utility Director	P: (909) 684-7580 Ted.Brunson@Sbmwd.org	2003 – Present
City of Calimesa 908 Park Avenue Calimesa, Ca 92320	Mr. Will Kolbow City Manager	P: (909) 795-9801 WKolbow@Cityofcalimesa.net	2012 – Present
City of Highland 27225 Baseline Highland, Ca 92346	Mr. Carlos Zamano Public Works Director	P: (909) 864-6861 Czamano@Cityofhighland.org	2014 – Present





SECTION G| RIGHTS TO MATERIALS

TKE Engineering Inc. acknowledges that all reponces, inquiries abd correspondence relating to this RFP and all reports, charts, displays, schedules, exibits, and other documentation produced by the Consultant that are submitted as part of the Proposal and not withdrawn shall, upon receipt by City, become property of City.





SECTION H | SCHEDULE OF HOURLY RATE



HOURI Y

	RATE
Principal in Charge Project Manager/Construction Manager/Licensed Surveyor Traffic Engineer (TE) Senior Engineer/Project Engineer (PE)/Senior Plan Checker Assistant Project Manager/Associate Engineer Assistant Engineer/Plan Checker/Designer AutoCAD Technician Engineering Technician Clerical Forensic Engineering Expert Witness Testimony	\$170.00 \$160.00 \$160.00 \$150.00 \$140.00 \$130.00 \$100.00 \$90.00 \$275.00
SURVEYING SERVICES	
2-Man Survey Crew (Prevailing Wage)	\$250.00
CONSTRUCTION SERVICES	
Senior Construction Inspector (Prevailing Wage)	\$130.00 \$120.00
REIMBURSABLE COSTS	
In-house Reproduction Printing and Materials Express Mail/Courier/Next Day Service Special Subconsultant Services	Cost + 10% Cost + 10%





APPENDICES









APPENDIX A | NON-COLLUSION AFFIDAVIT

APPENDIX C NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

- 1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.
- 2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
- 3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.
- 4. All statements contained in the Proposal and related documents are true.
- 5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
- 6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.
- 7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative	
Terry Renner, P.E., L.S., Q.S.D.	Senior Vice President
Name of Authorized Representative	Title of Authorized Representative





On-Call Plan Checking Services



Prepared by:



Professional Services Agreement **TKM ENGINEERING**Page 16 of 19

EXHIBIT B APPROVED FEE SCHEDULE

(SCHEDULE OF HOURLY LABOR RATES AND REIMBURSABLE)

SECTION H | SCHEDULE OF HOURLY RATE



HOURI Y

	RATE
Principal in Charge Project Manager/Construction Manager/Licensed Surveyor Traffic Engineer (TE) Senior Engineer/Project Engineer (PE)/Senior Plan Checker Assistant Project Manager/Associate Engineer Assistant Engineer/Plan Checker/Designer AutoCAD Technician Engineering Technician Clerical Forensic Engineering Expert Witness Testimony	\$170.00 \$160.00 \$160.00 \$150.00 \$140.00 \$130.00 \$100.00 \$90.00 \$275.00
SURVEYING SERVICES	
2-Man Survey Crew (Prevailing Wage)	\$250.00
CONSTRUCTION SERVICES	
Senior Construction Inspector (Prevailing Wage)	\$130.00 \$120.00
REIMBURSABLE COSTS	
In-house Reproduction Printing and Materials Express Mail/Courier/Next Day Service Special Subconsultant Services	Cost + 10% Cost + 10%





EXHIBIT C TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

- 1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
- 5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

- 7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
- 8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.
- 10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- 11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:
 - "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

Professional Services Agreement **TKM ENGINEERING**Page 19 of 19

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.
- 13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.





To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: BUDGET CALENDAR - YEAR TWO OF FISCAL YEAR

2023-25 BIENNIAL BUDGET FOR FISCAL YEAR 2024-25

Recommendation:

1. Receive and file the fiscal year (FY) 2024-25 Budget Development Calendar.

Fiscal Impact:

There is no fiscal impact to the General Fund associated with this recommendation. Enclosure 1 describes the process, purpose, and dates for FY 2024-25 (Year Two) budget development.

Background:

On June 27, 2023, the City Council adopted a balanced Biennial Operating Budget for FY 2023-24 and FY 2024-25. The City uses a two-year budget process, incorporating two (2) fiscal years into one (1) budget document. Each fiscal year runs from July 1st through June 30th. The first year, FY 2023-24 (Year One), was adopted by resolution on June 27, 2023. The second year, FY 2024-25 (Year Two), was approved simultaneously, with the final appropriation set to occur on or before June 30, 2024. The City is now in the first year of this two-year budget. This budget calendar is the planning document for appropriating the second year for FY 2024-25 Budget (Enclosure 1).

Discussion:

The proposed dates are intended to meet the following Municipal Code provision:

2.04.090 Legislative and executive action - As a chief administrative officer and advisor of the City Council, the City Manager shall at all times advise the City Council as to all legislative, executive and administrative duties and responsibilities of the City Council and shall recommend to the City Council such measures, ordinances or procedures as he or she shall deem necessary or expedient to carry out the purposes of the municipal government. In this regard, the City Manager shall:

A. Prepare and submit to the City Council the annual budget and administer it

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 13, 2024 BUDGET CALENDAR - YEAR TWO OF FISCAL YEAR 2023-25 BIENNIAL BUDGET FOR FISCAL YEAR 2024-25 Page 2 of 2

after adoption.

The FY 2023-25 Adopted Biennial Budget includes the Budget Preparation Calendar and Adopted Budget Modification Process for FY 2023-24 Budget (Year One) and FY 2024-25 (Year Two) with the anticipation of updating the Budget Calendar for Year Two as part of the biennial budgetary cycle process. The biennial budget cycle strategy has several benefits, such as:

- Allows for multi-year strategic planning and assists with forecasting for multiple funds.
- Allows for improved efficiency in the process.
 - Year Two is intended to involve only minor edits, not an entire recreation of the budget document.

The budget calendar includes significant dates and key budget deadlines to assist departments in the mid-biennial review and adoption of FY 2024-25 Budget.

Conclusion:

Staff recommends that the City Council receive and file the enclosed Budget Preparation Calendar and Adopted Budget Modification Process for FY 2024-25 (Year Two) of the FY 2023-25 Biennial Adopted Budget.

Steve Carmona

SC:AG:DS:JM:ep

Enclosures: 1) Budget Preparation Calendar and Adopted Budget Modification

Process, FY 2024-25 Budget (Year Two)



City of Pico Rivera Budget Preparation Calendar and Adopted Budget Modification Process FY 2024-25 Budget

Updated 2-7-2024

FEBRUARY

FY 2022-23 Annual Comprehensive Financial Report (ACFR) presented to City Council

FY 2023-24 Mid-year review of revenue and expenditures presented to City Council

Departments to review FY 2024-25 User Fee Schedule

FY 2023-24 Third-Quarter review presented to City Council

APRIL

FY 2024-25 User Fee Schedule update presented to City Council

Landscaping and Lighting Assessment District No. 1 and Paramount/Mines Assessment District - Annual Renewal Consideration presented to City Council

JUNE

Five-Year Forecast Update to City Council

Year Two review of FY 2023-25 Biennial Budget adjustments

MARCH

Year Two review of FY 2023-28 Five-Year Capital Improvement Program budget and projects

MAY

Final Department review of Year Two Budget (FY 2024-25)

Year Two Budget (FY 2024-25) and Year Two of Five-Year Capital Improvement Program (2023-28) presented to City Council for review and adoption

Public Hearing: Landscaping and Lighting Assessment District No. 1 and Paramount/Mines Assessment District presented to City Council for approval

Adjustments to the Adopted Budget

During the fiscal year, certain situations arise that may cause changes in a Department's spending priority that necessitates appropriations be moved to a different Division or Object Code. The Budget Adoption Resolution No. 7289 included in the adopted budget book in the Appendix Section -- outlines the specific process for making budget adjustments. Department Directors are authorized to move appropriations within each program/division and within the same fund for their respective departments, so long as appropriations are not being increased. The City Manager may transfer operating budget appropriations within the same fund between departments, so long as total appropriations are not being increased. Any changes to total appropriations and any changes to Capital Improvement Program appropriations must be approved by a majority of the City Council.



WATER AUTHORITY

Tuesday, January 23, 2024

A Regular Meeting of the Water Authority was held in the Council Chamber, 6615 Passons Boulevard, Pico Rivera, California.

Meeting was jointly held with the City Council and Water Authority. Items appear as listed on the combined agenda for the meeting of January 23, 2024.

Authority President Lara called the meeting to order at 6:01 p.m.

PRESENT: Camacho, Garcia, Lutz, Sanchez, Lara

ABSENT: None

PUBLIC COMMENTS: None

CONSENT CALENDAR ITEMS:

Water Authority:

- 14. Minutes:
 - Approved the Water Authority regular meeting of October 24, 2023
- 15. Approve Amendment No. 1 to Professional Services Agreement No. 23-71 with Tetra Tech, Inc. for the Water Main Replacement Project, CIP No. 50078.
 - 1. Approved Amendment No. 1 to Agreement No. 23-71, in a form approved by the General Counsel and authorized the Executive Director to execute Amendment No. 1 for a not-to-exceed amount of \$6,100; and
 - 2. Authorized the Executive Director to process change orders, as needed, in an amount not-to-exceed \$18,000 (approximately 10% of the total contract amount) for design and technical construction-support contingency.

Agreement No. <u>23-71-1</u>

Motion by Vice President Garcia, seconded by Commissioner Lutz to approve Consent Calendar Item No. 14 and 15. Motion carries by the following roll call vote:

AYES: Camacho, Garcia, Lutz, Sanchez, Lara

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None

REGULAR AGENDA: None

ADJOURNMENT:

1-23-24 Water Minutes Page 2 of 2

President Lara adjourned the Water Authority meeting at 8:14 p.m. in memory of El Rancho High School Alumni Guy Pico and Efrain Vasquez, wife of VFW 341 Commander, Inez Elias and former Pico Boys President Lee Shipman. There being no objection, it was so ordered.

AYES: NOES:	Camacho, Garcia, Lutz, Sanchez, Lara None	
	Andrew C. Lara, President	
ATTEST:		
Cynthia Ay	vala, CMC, Authority Secretary	
Water Autl	ertify that the foregoing is a true and correct report of the proceedings of the hority regular meeting dated January 23, 2024, and approved by the Wate on February 13, 2024.	
Cynthia Ay	vala, CMC, Authority Secretary	





WATER AUTHORITY

To: President and Commissioners

From: Executive Director

Meeting Date: February 13, 2024

Subject: AWARD A PROFESSIONAL SERVICES AGREEMENT TO

UNITED WATER WORKS INC. FOR GENERAL WATER

INVENTORY SUPPLIES

Recommendation:

1. Award a Professional Services Agreement, in a form approved by the General Counsel, to United Water Works Inc., to provide the purchase and acquisition of general water inventory supplies for an annual amount of \$250,000 and a not-to-exceed \$500,000 for a two (2) year term; and

2. Authorize the Public Works Director to process change orders in an amount not-to-exceed 10% of the total agreement amount, up to \$50,000 for emergency unforeseen contingencies.

Fiscal Impact:

The fiscal year (FY) 2023-24 Adopted Budget includes a combined \$250,000 for the purchase of Water maintenance supplies within Account No. 550.40.4920-54100 (Special Departmental Expenses) and Account No. 550.40.4920-53315 (Plant Maintenance and Repair). No additional appropriations are necessary at this time.

Discussion:

The Pico Rivera Water Authority (PRWA) oversees the daily operations of more than 90 miles of the City's water system pipeline, with 10 active wells, 10 pump stations, nine (9) booster pumps, three (3) reservoirs, and approximately 875 fire hydrants. The PRWA is also responsible for the distribution and treatment of water to its customers.

City staff perform repairs and maintenance on the distribution and treatment of the water system by procuring necessary materials. Due to fluctuations in material costs and availability, the City has had increased difficulty procuring necessary equipment and materials for daily operations and repairs.

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 AWARD A PROFESSIONAL SERVICES AGREEMENT TO UNITED WATER WORKS INC. FOR GENERAL WATER INVENTORY SUPPLIES Page 2 of 2

On November 8, 2023, the Request for Bids (RFB) for inventory supplies for the PRWA was published on Planet Bids through the City's website portal. Five (5) bids were received through Planet Bids on November 29, 2023.

The following table summarizes the bids received:

No.	Vendor	Total Bid
1	United Water Works	\$245,172.45
2	S&J Supply Co.	\$251,988.72
3	Ferguson Waterworks	\$261,450.18
4	OC Winwater	\$262,943.04
5	Western Water Works Supply Co.	\$267,968.90

The top vendor, United Water Works, has previously supplied the staff with material and has agreed to honor their pricing for two (2) years based on their submitted Bid Proposal Form.

Conclusion:

Staff recommends awarding a Professional Services Agreement to United Water Works Inc. to provide the purchase and acquisition of general water inventory supplies for an annual amount of \$250,000 and a not-to-exceed amount of \$500,000 for a two (2) year term.

Steve Carmona

SC:NN:AR:ML:II

Enclosures: 1) Professional Services Agreement

2) Request for Bids

AGREEMENT NO. _____ PROFESSIONAL SERVICES AGREEMENT BETWEEN PICO RIVERA WATER AUTHORITY AND UNITED WATER WORKS INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Pico Rivera Water Authority, a division of the City of Pico Rivera ("PRWA") and United Water Works Inc., ("Consultant"). PRWA and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

- 2.1 PRWA has determined that it requires professional services from a consultant to provide the purchase and acquisition of general water inventory supplies.
- 2.2 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. 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 performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in the Consultant's November 29, 2023 proposal to PRWA attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's INSERT PROPOSAL DATE proposal to PRWA attached hereto as Exhibit "B."
 - 3.3 "Commencement Date": February 13, 2024
 - 3.4 "Expiration Date": February 12, 2026

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. PRWA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Five-Hundred Thousand Dollars (\$500,000) unless specifically approved in advance, in writing, by PRWA.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to PRWA.

6. COMPENSATION

- 6.1 PRWA agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to PRWA an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, PRWA shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, PRWA shall pay all undisputed amounts included on the invoice. PRWA shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested in writing by PRWA and not included in the Scope of Services shall be made to Consultant by PRWA on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to PRWA for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City of Pico Rivera business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all

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times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The PRWA, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) PRWA has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but PRWA reserves the right, for good cause, to require Consultant to exclude any employee from performing services on PRWA's premises. INSERT NAME AND TITLE OF CONSULTANT'S PROJECT ADMINISTRATOR shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without PRWA's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of PRWA without restriction or limitation upon its use or dissemination by PRWA. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, PRWA shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

- 12.1 Consultant is, and shall at all times remain as to PRWA, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of PRWA or otherwise to act on behalf of PRWA as an agent. Neither PRWA nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of PRWA.
- 12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.
- 12.3 PRWA shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, PRWA shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. PRWA shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.
- 12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to PRWA; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the PRWA; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the PRWA; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the PRWA's business hours, Consultant may set its own hours and location of work.

13. **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 PRWA. PRWA shall grant such consent if disclosure is legally required. Upon request, all PRWA data and

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any copies thereof shall be returned to PRWA upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF PRWA OFFICIALS AND EMPLOYEES

No official or employee of the PRWA shall be personally liable to Consultant in the event of any default or breach by PRWA, or for any amount which may become due to Consultant.

15. <u>INDEMNIFICATION</u>

- 15.1 The Parties agree that PRWA, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to PRWA. Consultant acknowledges that PRWA would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect PRWA 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.
- 15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend PRWA, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of PRWA's choice and expert witness fees and consultant fees. 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.
- 15.3 PRWA shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due PRWA from Consultant as a result of Consultant's failure to pay PRWA promptly any indemnification arising under this

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Section 15 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.

- 15.4 The obligations of Consultant under this Section 15 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 PRWA, its officers, agents, employees and volunteers.
- 15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant 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 PRWA, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants 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 PRWA's choice and expert witness fees and consultant fees.
- 15.6 PRWA does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by PRWA, or the deposit with PRWA, 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.
- 15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the PRWA, Consultant shall indemnify, defend, and hold harmless PRWA for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of PRWA.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become

entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by PRWA, including but not limited to eligibility to enroll in PERS as an employee of PRWA and entitlement to any contribution to be paid by PRWA for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

- 16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:
 - 16.1.1.1 Premises, operations, and mobile equipment
 - 16.1.1.2 Products and completed operations
 - 16.1.1.3 Broad form property damage (including completed operations)
 - 16.1.1.4 Explosion, collapse, and underground hazards
 - 16.1.1.5 Personal Injury
 - 16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

- 16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

- 16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.
- 16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- 16.3 The policy or 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.
- 16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect PRWA may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 16.5 At all times during the term of this Agreement, Consultant shall maintain on file with PRWA's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the PRWA as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with PRWA's Risk Manager such certificate(s).
- 16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to PRWA at least two weeks prior to the expiration of the coverages.
- 16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming PRWA, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to PRWA. Consultant 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.
- 16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to PRWA. Any insurance or self-insurance maintained by PRWA, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the PRWA.

- 16.10 Any deductibles or self-insured retentions must be declared to and approved by the PRWA. At the option of PRWA, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to PRWA, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- 16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the PRWA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the PRWA.

17. MUTUAL COOPERATION

- 17.1 PRWA shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to PRWA for the proper performance of Consultant's services under this Agreement.
- 17.2 In the event any claim or action is brought against PRWA relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that PRWA may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. PRWA shall have the right to access and examine such records, without charge, during normal business hours. PRWA shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20.NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and PRWA's regular business hours; or (ii) on the

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third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to PRWA:

Steve Carmona, PRWA Manager PRWA of Pico Rivera PO Box 1016 6615 Passons Blvd. Pico Rivera, California 90660-1016

Facsimile: (562) 801-4765

With a courtesy copy to:

Arnold M. Alvarez-Glasman, PRWA Attorney 13181 Crossroads Parkway North Suite 400 - West Tower PRWA of Industry, CA 91746 Facsimile: (562) 692-2244 If to Consultant:

JERRY CANADA, OWNER UNITED WATER WORKS INC. 1313 E. HUNTER AVE. SANTA ANA, CA, 92705

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

- 22.1. PRWA shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to PRWA. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, PRWA's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the PRWA, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All PRWA data, documents, objects, materials or other tangible things shall be returned to PRWA upon the termination or expiration of this Agreement.
- 22.2 If PRWA terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the PRWA, at the time of termination. In no event shall

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Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without PRWA's prior written consent, and any attempt to do so shall be void and of no effect. PRWA shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

- 25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.
- 25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein,

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nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

- 26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
- 26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

- 27.1 The waiver by PRWA or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by PRWA of any payment to Consultant constitute or be construed as a waiver by PRWA of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by PRWA shall in no way impair or prejudice any right or remedy available to PRWA with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by PRWA or Consultant unless in writing.
- 27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

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27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in PRWA's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire

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Agreement between PRWA and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by PRWA and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"PRWA" PICO RIVERA WATER AUTHORITY	"CONSULTANT" LINITED WATER WORKS INC	
TIOO KIVEIV WATER AGING KITT	CHILD WITH WORKS INC.	
Steve Carmona, Executive Director	Jerry Canada, Owner	
Dated:	Dated:	
ATTEST:	APPROVED AS TO FORM:	
Cvnthia Avala, Authority Secretary	Arnold M. Alvarez-Glasman, General Counse	

EXHIBIT A SCOPE OF SERVICES

A. General Information

The PRWA is seeking bids for procurement and delivery of PRWA inventory supplies per attached specifications and as listed in Attachment A – Bid Proposal Form.

B. Brand Names

References to brand names and/or numbers in the solicitation are intended to be descriptive, unless otherwise specified. If the specific product cannot be supplied by the Bidder, equivalent items meeting the standards of quality specified will be considered. Unless a Bidder indicates otherwise, it is understood that the Bidder is offering the referenced brand item as specified in the solicitation. The PRWA reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced, and the PRWA may require the supply of additional descriptive material and a sample. It shall be the vendor's responsibility to assure offered item is equal to the requested item. All equal items shall be submitted with spec sheet. Failure to provide spec sheet for equal items may result in rejection of your Bid of that item or as a whole.

C. Samples

Samples of goods may be required prior to award to determine Bidder's responsiveness to the RFB's requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a Bidder's proposal. Unless expressly set forth in the solicitation the sample of goods furnished must be identical in all respects to the product or products being offered. Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the PRWA to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the PRWA. Samples, if not destroyed by tests, may, upon request made by the Bidder at the time the sample is furnished, be returned at Bidder's expense.

D. Cost Proposal, Pricing and Price Adjustments

Bidders must submit fixed pricing as required by Attachment A – Bid Proposal Form. Pricing shall include all anticipated charges, including but not limited to, cost of materials and product, overhead, profit, sales tax, freight and delivery, and other costs or expenses incidental to the Bidder's performance. It is expected that all Bidders to this solicitation will offer the Bidder's best government or comparable favorable rates.

E. Term of Agreement

It is PRWA's intent to enter into an Agreement with the selected vendor for a (2) year term.

PRWA will compensate the vendor for the actual quantities provided. For each approved product order, the Vendor will provide an invoice clearly documenting the material provided and subsequent quantities. Compensation will be based on the Bid Proposal Form.

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EXHIBIT B APPROVED FEE SCHEDULE

ATTACHMENT A BID PROPOSAL FORM

ITEN	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
	BRONZE SERVICE SADDLES – DOUBLE STRAP Acceptable Brass Manufacturers are Mueller, Jones, Ford or approved equal				AMOON
1	4" AC & Ductile iron – Iron Pipe (IP) thread	Each	10	\$ 104.00	\$ 1,040
2	4" AC Ductile iron - IP thread	Each	5	\$ 132.00	
3	6" AC - IP thread	Each	20	\$ 122.50	\$ 2,450
4	6" Ductile iron - IP thread	Each	10	\$ 154	\$ 1,540
6	8" AC - IP thread	Each	30	\$ 151.50	\$ 4,545
6	8" Ductile iron - IP thread	Each	15	\$ 174	\$ 2,610
	CORPORATION STOPS Acceptable Brass Manufacturers are Mueller, Jones, Ford or approved equal				
7	1" - IP thread	Each	60	\$ 75.50	\$ 4,530
8	2" -IP thread	Each	30	\$ 279	\$ 8,370
	SERVICE FITTINGS Acceptable Brass Manufacturers are Mueller, Jones, Ford or approved equal. Mueller Part Numbers Listed As Reference Only				
9	Straight Meter Coupling - 5/8" x 3/4" x 3/4"	Each	50 \$	17	\$ 850
	Straight Meter Coupling - 1"	Each	40	24.50	\$ 980
	Pack Joint Coupling 1"	Each	65	24.75	\$ 1,608.75
2	Pack Joint Coupling P-15403N 1" x 3/4"	Each	30		\$ 757.50

- 111	DESCRIPTION	UNIT	ESTIMATED QUANTITY		EXTENDED AMOUNT
1	Pack Joint Coupling P-15403N 2"	Each	25	\$ 111.75	
14	Pack Joint Coupling E-15404N 3/4" Iron Pipe Size (IPS) Polyethylene (F	Each	20	\$ 27	\$ 540
15	Pack Joint Coupling E-15404N 1" IPS PE	Each	20	\$ 54	\$ 1080
16	E-15404N 2" IPS PE	Each	20	\$ 158.25	\$ 3,165
17	Joint (PJ) X 1" CTS PJ	Each	30	\$ 27	\$ 210
18	Iron Pipe (FIP)	Each	20	\$ 23	\$ 460
19	Straight Coupling V-15442N 1" IPS PJ X 1" FIP	Each	20	\$ 23.50	\$ 500
20	Straight Coupling V-15442N 2" IPS PJ X 2" FIP	Each	15	•	\$ 1200
21	Straight Coupling V-15440N 3/4" IPS PJ X3/4" Male Iron Pipe (MIP)	Each	30	\$ 23.50	\$ 7,757.25
22	Straight Coupling V-15440N 1" IPS PJ X 1" MIP	Each	40	•	\$ 1222
23	Straight Coupling V-15440N 2" IPS PJ X 2" MIP	Each	15		\$ 1,370
24	Pack Joint x MIP Coupling P-15428N 1" x 3/4"	Each	50	•	1,931.25
25	Pack Joint x MIP Coupling P-15428N 1"	Each	50 \$		982.50
26	Pack Joint x MIP Coupling P-15428N 2"	Each	30		1,050
27	Pack Joint x FIP Coupling P-15451N 1" x 3/4"	Each	50 \$		2,520
28	Pack Joint x FIP Coupling P-15451N 1"	Each	50 \$		1,275

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
29	Pack Joint x FIP Coupling P-15451N 2"	Each	30	\$ 87.75	\$ 2,632.50
30	Pack Joint Quarter Bend P-15526N 1"	Each	30	\$ 36	\$ 1,000
31	Pack Joint Quarter Bend P-15526N 2"	Each	20	\$ 233	\$ 4,660
32	Pack Joint Coupling Copper Tube Size (CTS) PJ X IPS PJ – E15443N 3/4" x 1"	Each	30	\$ 41	\$ 1,230
33	Coupling CTS PJ X Copper Flair - P-15071N 1" x 3/4"	Each	50	\$ 23,50	\$ 1,175
34	Coupling CTS PJ X Copper Flair - P-15071N 1"	Each	50	\$ 29.75	\$ 1,487.50
35	U Branch Connection P- 25250N/B-25251N 1"	Each	15	\$ 250.50	\$ 3,757.50
36	Ball Angle Meter Valve P- 24258N 5/8" x 3/4" x 1"	Each	60	\$ 102	\$ 6,120
37	Ball Angle Meter Valve P- 24258N 1"	Each	60	\$ 134.75	\$ 8,085
38	Ball Angle Meter Valve B- 24265N 5/8" x 3/4" x 3/4"	Each	40	\$ 81.75	\$ 3,220
39	Ball Angle Meter Valve B- 24265N 5/8" x 3/4" x 1"	Each	40	\$ 85.00	\$ 3,400
40	Ball Straight Meter Valve B- 24351N 5/8" x 3/4" x3/4"	Each	20	\$ 72.25	\$ 1,455
41	Ball Straight Meter Valve B- 24351N 1"	Each	20	\$ 108,50	\$ 2,120
42	Ball Straight Service Valve B-20200N 3/4"	Each	40	\$ 63.50	\$ 2,540
43	Ball Straight Service Valve B-20200N 1"	Each	40	\$ 57.25	\$ 3,890
44	Ball Straight Meter Valve B- 24337N 2"	Each	20	\$ 325	\$ 6,500

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
45	Ground Key Angle Meter Valve P-14277N 2"	Each	10	\$ 286.50	\$ 2,865
46	Ball Straight Service Valve B-20200N 2" FIP	Each	10	\$ 286	\$ 4860
47	1" CTS Poly Pipe Inserts	Each	250	\$ 1.85	\$ 462.50
48	2" CTS Poly Pipe Inserts	Each	100	\$ 2.50	\$ 250
49	1" CTS Poly Pipe MuniciPex 100' ROLL	Each	20	\$ 167	\$ 3,340
50	2" CTS Poly Pipe MuniciPex 100' ROLL	Each	5	\$ 1,040	\$ 5,200
51	3/4" Meter Gaskets 1/16" Thick Rubber	Each	1,000	\$.23	\$ 230
52	3/4" Meter Gaskets 1/16" Thick Poly/Nylon	Each	1,000	\$.35	\$ 350
53	1" Meter Gaskets 1/16" Thick Rubber	Each	1,000	\$.26	\$ 260
54	1" Meter Gaskets 1/16" Thick Poly/Nylon	Each	1,000	\$.38	\$ 380
55	1-1/2" Meter Flange Gaskets	Each	300	\$,88	\$ 264
56	2" Meter Flange Gaskets	Each	300	\$ 1.00	\$ 300
	METER BOXES & COVERS Armorcast, DFW or Approved Equal			\$	\$
57	Meter Box - A6000494	Each	50	\$ 51.85	\$ 4592.50
58	Meter Box Cover - A6000482	Each	40	\$ 46	\$ 1,840
59	Meter Box Cover - A6000482 TR	Each	30	\$ 50.75	\$ 1,522.50
60	Meter Box - A6000486	Each	75	\$ 96	\$ 7,200
61	Meter Box Cover - A6000483	Each	60	\$ 76.50	\$ 4590

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
62	Meter Box Cover - A6000483 TR	Each	30	\$ 94.50	\$ 3 935
63	Meter Box - A6001419	Each	30	\$ 191.25	\$ 5,737.50
64	Meter Box Cover - A6001420	Each	20	\$ 157.75	\$ 3,115
65	Meter Box Cover - A6001420 TR	Each	20	\$ 173.77	\$ 3,475
66	Meter Box - A6001946PCX12	Each	15	\$ 172.25	\$ 4,183.75
67	Meter Box Cover - A6001866	Each	10	\$ 146.50	\$ 1,465
68	Meter Box Cover - A6001866 TR	Each	10	\$ 16 0.25	\$ 1,602.50
	GATE & BUTTERFLY VALVES Mueller Co. or Approved Equal. Gate Valves Must Meet AWWA C509 Specification, with Integral Stems (Low Zinc Manganese Bronze) and Fully Encapsulated Iron Wedge. Butterfly Valves Must Meet AWWA C504 Specifications.				
69	4" Mueller Gate Valve - A2362- Flange (FLG) X FLG - 306	Each	1	\$ 686	\$ 686
70	4" Mueller Gate Valve - A2362- FLG X Mechanical Joint (MJ) - 19	Each	1	\$ 660.50	\$ 660.50
71	4" Mueller Gate Valve - A2362 - MJ X MJ - 23	Each	1	\$ 652	\$ 682
72	6" Mueller Gate Valve - A2362 - FLG X FLG - 306	Each	2	\$ 516.75	\$ 1,833.50
73	6" Mueller Gate Valve - A2362 - FLG X MJ - 19	Each	4	\$ 883	\$ 3,532
74	6" Mueller Gate Valve - A2362 - MJ X MJ - 23	Each	2	\$ 893	\$ 1,766
75	8" Mueller Gate Valve - A2362 - FLG X FLG - 306	Each	2	\$ 1,4 33	\$ 2,866

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
76	8" Mueller Gate Valve - A2362 - FLG X MJ - 19	Each	4	\$ 1,379.50	\$ 5,518
77	8 " Mueller Gate Valve - A2362 - MJ X MJ - 23	Each	2	\$ 1406.50	\$ 2,813
78	10" Mueller Butterfly Valve Lineseal III FLG X FLG 150B	Each	2	\$ \$.80.25	3,416,50
79	12" Mueller Gate Valve Lineseal III FLG X FLG 150B	Each	2	\$ 2,046.75	\$ 4.053.50
	FLEX COUPLINGS Flex Couplings to be Romac or Approved Equal. Must be Wide Range Coupling.				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
80	4" XR 501	Each	6	\$ 132.25	\$ 753.50
81	6" XR 501	Each	10	\$ 158.50	\$ 1,585
82	8" XR 501	Each	10	\$ 199	\$ 1,990
83	10" XR 501	Each	6	\$ 3,5.50	\$ (, 893
	FULL CIRCLE REPAIR CLAMPS				,
84	3/4" CTS .88 X 3"	Each	30	\$ 15.25	\$ 457.50
85	1" CTS 1.13 X 3"	Each	50	\$ 16.25	\$ 812.50
86	3/4" IPS 1.05 X 3"	Each	30	\$ 15.25	\$ 457.50
87	1" IPS 1.32 X 3"	Each	50	\$ 16.25	\$ 812.50
88	4" - 4.80 - 5.27 X 12"	Each	4	\$ 184.25	\$ 737
89	6" - 6.90 - 7.37 X 12"	Each	6	\$ 200	\$ 1,200
90	8" - 9.05 - 9.57 X 12"	Each	6	\$ 215.50	\$ 1,293
91	10" - 11.10 - 12.12 X 12"	Each	4	\$ 253.25	\$ 1,013

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
**	FIRE HYDRANTS Jones or approved equal	Each		de	
92	6" X 4" X 2-1/2" JONES - J- 4040	Each	4	\$ 2,525	\$ 10,100
93	6" X 4" X 2-1/2" JONES - J- 4048	Each	8	\$ 3850	\$ 22,900
94	4" X 2-1/2" JONES J-4060	Each	2	\$ 4,0 44.25	\$ 8,088.5

506 Total 8245, 172,75 TOTAL BID AMOUNT: 270,302.96

TOTAL BID AMOUNT IN WORDS:

Two Hundred Seventy Thousand Three Hundred Two Dollars and Minety Six Cents

In case of discrepancy between the unit price and the extended amount set forth for the item, unit price controls.

The proposed total price of each product item shall be determined from reviewing the product description and all other portions of this RFB and shall include all items necessary to supply the inventory supplies, including the assumption of all obligations, duties, and responsibilities necessary, and the furnishing of all materials required; all as per the requirements of this RFB, whether or not expressly listed or designated.

NOTE: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change. No adjustment in the unit prices will be allowed. PRWA reserves the right to not use any of the estimated quantities; and if this right is exercised, the Supplier will not be entitled to any additional compensation.



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EXPIRATION DATE	QUOTE NUMBER
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QUOTE TO:

QUOTESAPW QUOTE SANTA ANA, CA 92705 SHIP TO:

PAGE NUMBER	R PO	NUMBER	JOB NAME	1.0	SAL	ESPERSON
1 of 11		O RIVERA /INVENTORY	PICO RIVER	RA SANTA ANA		ANA HOUSE
WRI	TER	SHIP VIA	TERMS	SHII	P DATE	
Markus	Stone			11/2	21/2023	
ORDER QTY	ITEM NUMBER	DES	CRIPTION	UNIT	PRICE	EXT PRICE
10ea	202B-540-IP4	SERVICE SADDLE PRICING GOOD FO 4" X 1" IP D/S BRZ SADDLE	OR 6 MONTHS	104	4.000/ea	1040.00
5ea	202B-540-IP7	*** Special Order Ite 4" X 2" IP D/S BRZ SADDLE 5.10-5.40	FOR AC PIPE	132	2.000/ea	660.00
20ea	202B-750-IP4	*** Special Order Ite 6" X 1" IP D/S BRZ SADDLE		122	2.500/ea	2450.00
10ea	202B-750-IP7	6" X 2" IP D/S BRZ SADDLE		154	4.000/ea	1540.00
30ea	202B-962-IP4	8" X 1" IP D/S BRZ SADDLE		15	1.500/ea	4545.00
15ea	202B-962-IP7	8" X 2" IP D/S BRZ SADDLE *		174	4.000/ea	2610.00
		CORP STOPS PRICING GOOD FO	OR 6 MONTHS			
60ea	FB1100-4-NL	1" MIP X CTS PJ B CORP STOP NO L		75	5.500/ea	4530.00
30ea	FB1100-7-NL	2" MIP X CTS PJ B CORP NO LEAD * SERVICE FITTING	ALL	279	9.000/ea	8370.00
Continued on Nex	kt Page *			-		
				Subtota S&H CI	180	
				Amoun	t Due	



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2 of 11 PICO R		NUMBER	JOB NAME	S	ALESPERSON	
		O RIVERA PICO RIVER		RA SANT	ΓA ANA HOUSE	
		SHIP VIA	TERMS	SHIP DATE		
Markus	s Stone			11/21/2023		
ORDER QTY	ITEM NUMBER	DESC	RIPTION	UNIT PRICE	EXT PRICE	
50ea	C31-23-NL	PRICING GOOD FO 5/8 X 3/4 X 3/4" MET S/NUT X NO LEAD	ER	17.000/ea	850.00	
40ea	C31-44-NL	*** Special Order Iter 1" X 1" METER S/NU FIP NO LEAD	JT X	24.500/ea	980.00	
65ea	C44-44-NL	*** Special Order Iter 1" CTS PJ X PJ CPL LEAD		24.750/ea	1608.7	
30ea	C44-34-NL	1" X 3/4" CTS PJ X F CPLG NO LEAD *** Special Order Iter		25.250/ea	757.50	
25ea	C44-77-NL	2" CTS PJ X PJ CPL LEAD		111.750/ea	2793.7	
20ea	^C66-33-NL	3/4" PE PJ X PE PJ NO LEAD *** Special Order Iter		27.000/ea	540.00	
20ea	C66-44-NL	1" PE PJ X PE PJ CI		54.000/ea	1080.00	
20ea	C66-77-IDR7-NL	2" IPS PE PJ X PJ CPLG NO LEAD		158.250/ea	3165.00	
30ea	C46-34-NL	*** Special Order Iter 3/4 X 1 CPLG CTS F PJ *** Special Order Iter	PJ/PEP	41.000/ea	1230.00	
Continued on Nex	xt Page *			Subtotal S&H Charges		
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PAGE NUMBER PO NUMBER PICO RIVERA STOCK/INVENTORY		JOB NAME		SALESPERSON	
					ITA ANA HOUSE
WRI	WRITER SHIP VIA		TERMS	SHIP DATE	
Markus	s Stone	11/21/2023			
ORDER QTY	ITEM NUMBER	DES	CRIPTION	UNIT PRICE	EXT PRICE
20ea	C16-33-NL	3/4 FIPT X PE PJ C LEAD *** Special Order Ite		23.000/ea	460.00
20ea	C16-44-NL	1" FIP X PE PJ CPL LEAD	.G NO	29.500/ea	590.00
15ea	C16-77-IDR7-NL	*** Special Order Ite 2" FIP X PJ CPLG (IPS) IDR7 POLY N		116.750/ea	a 1751.29
30ea	C86-33-NL	*** Special Order Ite 3/4" MIP X PE PJ C LEAD		23.500/ea	705.0
40ea	C86-44-NL	*** Special Order Ite 1" MIP X PE PJ CPI LEAD		34.250/ea	1370.0
15ea	C86-77-IDR7-NL	2" MIP X PE PJ CPI NO LEAD		128.750/ea	1931.2
50ea	C84-34-NL	*** Special Order Ite 3/4" X 1" MIP X PJ (NO LEAD *** Special Order Ite	CPLG	19.750/ea	987.5
50ea	C84-44-NL	1" MIP X PJ CTS CI		21.000/ea	1050.0
30ea	C84-77-NL	2" MIP X PJ CPLG I	NO LEAD	84.000/ea	2520.0
50ea	C14-34-NL	3/4" FIP X 1" PJ CT *** Special Order Ite		22.000/ea	1100.0
Continued on Ne	kt Page *			Subtotal S&H Charges	
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PAGE NUMBER	PAGE NUMBER PO NUMBER PICO RIVERA STOCK/INVENTORY		JOB NAME	SAL	SALESPERSON	
4 of 11					ANA HOUSE	
WR	ITER	SHIP VIA	TERMS	SHIP DATE		
Marku	s Stone			11/21/2023		
ORDER QTY	ITEM NUMBER	DES	CRIPTION	UNIT PRICE	EXT PRICE	
50ea	C14-44-NL	1" FIPT X PJ CTS (CPLG NO	25.500/ea	1275.0	
30ea	C14-77-NL	2" FIPT X PJ CTS (CPLG NO	87.750/ea	2632.5	
30ea	L44-44-NL	1" CTS PJ X PJ 90 LEAD	ELL NO	36.000/ea	1080.0	
20ea	L44-77-NL	2" CTS PJ X PJ 90 LEAD	ELL NO	233.000/ea	4660.0	
30ea	C46-34-NL	3/4 X 1 CPLG CTS	PJ/PEP	41.000/ea	1230.0	
50ea	C04-34-NL	*** Special Order Item *** 3/4" X 1" F/FLR NUT X PJ CPLG NUT NO LEAD		23.500/ea	1175.0	
50ea	C04-44-NL	*** Special Order Item *** 1" F/FLARE NUT X PJ CPLG NO LEAD		29.750/ea	1487.5	
15ea	B25251N	1" RESIDENTIAL FIRE VALVE- LLB 360 DEG TURN FIP X METER X FIP *** Special Order Item ***		250.500/ea	3757.5	
60ea	BA43-342W-Q-NL	1" X 3/4" BALL AMS		102.000/ea	6120.0	
60ea	BA43-444W-Q-NL	1" BALL AMS MC X Q NO LEAD		134.750/ea	8085.0	
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PAGE NUMBER	GE NUMBER PO NUMBER JOB NAI		JOB NAME	SAL	SALESPERSON	
5 of 11		O RIVERA /INVENTORY			ANA HOUSE	
WRIT	WRITER SHIP VIA TERMS		TERMS	SHIP DATE		
Markus	Stone			11/21/2023		
ORDER QTY	ITEM NUMBER	DESC	CRIPTION	UNIT PRICE	EXT PRICE	
40ea	BA13-332W-NL	3/4" BALL AMS MC FIP NO LEAD	6.	81.750/ea	3270.00	
40ea	BA13-342W-NL	*** Special Order Itel 1" X 3/4" BALL AMS X FIP *** Special Order Itel	МС	85.000/ea	3400.00	
20ea	B13-332W-NL	3/4" FIPT X MC BAL	i	72.750/ea	1455.00	
20ea	B13-444W-NL	1" FIPT X MN ST MT	rr .	108.500/ea	2170.00	
40ea	B11-333W-NL	3/4" FIPT BALL CURB STOP NO LEAD		63.500/ea	2540.00	
40ea	B11-444W-NL	1" FIPT CURB STOP NO LEAD		97.250/ea	3890.00	
20ea	BF13-777W-NL	2" BALL MTR VALVE MF X FIP NO LEAD		325.000/ea	6500.00	
10ea	FV43-777W-NL	2" AMS PJ X MF NC	2" AMS PJ X MF NO LEAD		2865.00	
10ea	B11-777W-NL	2" FIPT X FIPT CUR STOP NO LEAD	2" FIPT X FIPT CURB STOP NO LEAD		2860.00	
250ea	INSERT-52	1" SS INSERT CTS		1.850/ea	462.50	
100ea	INSERT-55	2" SS INSERT CTS		2.500/ea	250.00	
	5	MUNICIPEX PIPE- F MONTHS PRICING GOOD FO	PRICING GOOD FOR 6			
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6 of 11		RIVERA PICO RIVERA		SANTA ANA HOUSI		ANA HOUSE
WRI	WRITER SHIP VIA		TERMS	SHIP DA	ATE	
Markus	s Stone			11/21/2	023	
ORDER QTY	ITEM NUMBER	DESC	CRIPTION	UNIT PRICE		EXT PRICE
2000ea 500ea	261076-100 261136-100	1" MUNICIPEX 100' ROLL BLUE CTS POLY *** Special Order Item *** 2" MUNICIPEX 100' ROLL BLUE CTS POLY *** Special Order Item *** *			70/ea	3340.00 5200.00
1000ea	RMG075	PRICING GOOD FO 3/4" X 1/8" RUBBEF GASKET		30/ea	230.00	
1000ea 1000ea	75NGM6P RMG100	3/4" X 1/16" POLY M GSKT 1" X 1/8" RUBBER M		50/ea 60/ea	350.00 260.00	
1000ea	100NGM6P	GASKET 1" X 1/16" POLY ME *** Special Order Ite	0.38	30/ea	380.00	
300ea	150NFM8N	1 1/2" FULL FACE METER GASKET 1/8"		0.88	30/ea	264.00
300ea	200NFM8N	2" FULL FACE MET 1/8" * METER BOXES AN FIRM UNTIL 12/31/3	D COVERS- PRICES	1.00	00/ea	300.00
Continued on Nex	kt Page *	- 		Subtotal S&H Charg	ges	
				Amount Du	ue	



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PAGE NUMBER			JOB NAME	SAL	ESPERSON
7 of 11		O RIVERA PICO RIVERA		SANTA ANA HOUSE	
WRI	WRITER SHIP VIA		TERMS	SHIP DATE	
Markus	s Stone			11/21/2023	
ORDER QTY	ITEM NUMBER	DESC	CRIPTION	UNIT PRICE	EXT PRICE
50ea	^A6000494	9" X 14" X 12" DEEF METER BOX	PRPM	91.850/ea	4592.5
40ea	A6000482	9" X 14" DROP IN L 6B STAMPED "WAT		46.000/ea	1840.0
30ea	A6000482T	9" X 14" POLYMER 20K		50.750/ea	1522.50
75ea	A6000486		M BOX POLYMER CONCRETE	96.000/ea	7200.00
60ea	A6000483	*** Special Order Ite 10" X 20" 1PC COV *** Special Order Ite	ER WATER	76.500/ea	4590.0
30ea	A6000483T	10 X 20 COVER 20H	<	94.500/ea	2835.0
30ea	A6001419	17" X 28" X 12" METER BOX STRAIGHT WALL POLYMER CONCRETE *** Special Order Item ***		191.250/ea	5737.5
20ea	A6001420	17" X 28" 1 PIECE COVER WATER *** Special Order Item ***		155.750/ea	3115.0
20ea	A6001420T	17 X 28 RPM COVE "WATER" *** Special Order Ite	R 20K	173.750/ea	3475.0
Continued on Ne	xt Page *	-		Subtotal S&H Charges	
				Amount Due	



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PAGE NUMBER PO NUMBER		NUMBER	JOB NAME	SAL	ALESPERSON	
8 of 11		RIVERA PICO RIVERA		SANTA ANA HOUSE		
WRITER SHIP VIA		SHIP VIA	TERMS	SHIP DATE		
Markus	s Stone			11/21/2023		
ORDER QTY	ITEM NUMBER	DES	CRIPTION	UNIT PRICE	EXT PRICE	
15ea 10ea	A6001946PCX12 A6001866	METER BOX STRA	13" X 24" X 12" IRWD METER BOX STRAIGHT WALL POLYMER CONCRETE 13" X 24" 1PC COVER WATER		2583.75 1465.00	
10ea	A6001969	FIRST YEAR		146.500/ea 160.250/ea	1602.50	
1ea	FRW04	4" FLG RWGV T316 SS TRIM DI GATE VALVE C509 2" OPT NUT		686.000/ea	686.00	
1ea	MJFRW04L	4" MJXFLG RWGV TRIM DI GATE VAL L/ACC	T316 SS VE C509 2" OPT NUT	660.500/ea	660.50	
1ea	MJRW04L	4" MJ RWGV T316 SS TRIM DI GATE VALVE C509 2" OPT NUT L/ACC		692.000/ea	692.00	
2ea	FRW06	Committee and the second of the second	6" FLG RWGV T316 SS TRIM DI GATE VALVE C509 2" OPT NUT		1833.50	
4ea	MJFRW06L	6" MJXFLG RWGV TRIM DI GATE VAL L/ACC	T316 SS VE C509 2" OPT NUT	883.000/ea	3532.00	
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QUOTE TO:

QUOTESAPW QUOTE SANTA ANA, CA 92705 SHIP TO:

AGE NUMBE	R PO	NUMBER	JOB NAME	S	ALESPERSON
9 of 11		RIVERA INVENTORY	PICO RIVERA	SAN	TA ANA HOUSE
WR	RITER	SHIP VIA	TERMS	SHIP DATE	
Marku	us Stone			11/21/2023	
RDER QTY	ITEM NUMBER	DESC	RIPTION	UNIT PRICE	EXT PRICE
2ea	MJRW06L	6" MJ RWGV T316 S GATE VALVE C509	Property (Charles Andreas Charles Andreas Andr	883.000/ea	1766.00
2ea	FRW08	8" FLG RWGV T316 GATE VALVE C509	SS TRIM DI	1433.000/ea	2866.00
4ea	MJFRW08L	8" MJXFLG RWGV T TRIM DI GATE VALV	"316 SS /E C509 2" OPT NUT	1379.500/ea	5518.00
2ea	MJRW08L	8" MJ RWGV T316 S GATE VALVE C509 * * MUELLER BUTTER	Cel Nata Grandali restri	1406.500/ea	2813.00
2ea	FBFV10250BMP	10" FLG BFV 250B,1	20.000000	1708.250/ea	3416.50
2ea	FBFV12250BMP	12" FLG BFV 250B ,	M MUELLER OR PRATT 125 M MUELLER OR PRATT	2046.750/ea	4093.50
			FLEX COUPLINGS		
6ea	FC2W-04	4" ULTRA FLEX CPL	s var i landa pela da var da valea Lasti.	132.250/ea	793.50
10ea	FC2W-06	6" ULTRA FLEX CPL	.G	158.500/ea	1585.00
10ea	FC2W-08	8" ULTRA FLEX CPL FITS 8.40-9.75 O.D.	.G	199.000/ea	1990.00
ntinued on Ne	ext Page *			Subtotal S&H Charges	
				Amount Due	
10ea 10ea	FC2W-06 FC2W-08	FITS 3.96-5.60 O.D. 6" ULTRA FLEX CPL FITS 6.23-7.60 O.D. 8" ULTRA FLEX CPL	.G .G	158.500/ea 199.000/ea Subtotal S&H Charges	



Orange County / San Diego Riverside / San Bernardino Los Angeles / Ventura

Quotation

EXPIRATION DATE	QUOTE NUMBER
12/21/2023	S100126071

1-888-4-UNITED

QUOTE TO:

SHIP TO:

QUOTESAPW QUOTE SANTA ANA, CA 92705

PAGE NUMBE	R PO	PO NUMBER JOB NAME		5	SALESPERSON
10 of 11		O RIVERA /INVENTORY	PICO RIVERA	A SAN	TA ANA HOUSE
WR	ITER	SHIP VIA	TERMS	SHIP DATE	
Marku	s Stone			11/21/2023	
ORDER QTY	ITEM NUMBER	DES	CRIPTION	UNIT PRICE	EXT PRICE
6ea	FC2W-10	FITS 10.75-12.12 C * FORD FULL CIRC	O" ULTRA FLEX CPLG TS 10.75-12.12 O.D. ORD FULL CIRCLE REPAIR CLAMPS		1893.00
30ea	FSC-088-3R	974" FULL CIRCLE *** Special Order Ite	CLAMP	15.250/ea	457.50
50ea	FSC-113-3R	1" FULL CIRCLE C	LAMP	16.250/ea	812.50
30ea	FSC-105-3R	3/4" X 3" FORD S.S FULL WRAP CLAM *** Special Order Ite	S. MP 1.05" O.D.	15.250/ea	457.50
50ea	FSC-132-3R	1" X 3" FORD S.S. WRAP CLAMP 1.32	FULL 2" O.D.	16.250/ea	812.5
4ea	F2-524-125	4.44-5.24 X 12.5" V DOUBLE BAND SS *** Special Order Ite	VIDE S REPAIR CLAMP	184.250/ea	737.0
6ea	F2-742-125	6.62-7.84 X 12.5" V SS DOUBLE BAND *** Special Order Ite	VIDE D REPAIR CLAMP	200.000/ea	1200.0
6ea	F2-979-125	8.99-9.79 X 12.5" V DOUBLE BAND SS *** Special Order Ite	VIDE S REPAIR CLAMP	215.500/ea	1293.0
Continued on Ne	xt Page *			Subtotal S&H Charges	
				Amount Due	
				L	



Orange County / San Diego Riverside / San Bernardino Los Angeles / Ventura

1-888-4-UNITED

Quotation

EXPIRATION DATE	QUOTE NUMBER
12/21/2023	S100126071

QUOTE TO:

QUOTESAPW QUOTE SANTA ANA, CA 92705 SHIP TO:

PAGE NUMB	ER	PO NUMBER	JOB NAME				
11 of 11	Р	PICO RIVERA		SALESPER		ESPERSON	
WRITER		CK/INVENTORY	PICO RIVER	ERA SANT		TA ANA HOUSE	
	us Stone	SHIP VIA	TERMS	MS SHIP DATE			
	T			11/21	/2023		
ORDER QTY	ITEM NUMBER	DESC	RIPTION	UNIT PI	RICE	EXT PRICE	
4ea 4ea 8ea 2ea	J4040-8H J4048-8H J40608H	11.04-12.24 X 15" WI SS DOUBLE BAND F *** Special Order Item * JONES FIRE HYDRA COLOR AND PENT IN DETERMINED AT TIM PRICING FIRM FOR 9 J4040 HYDRANT 8H *** Special Order Item JAMES JONES HYDR *** Special Order Item JONES 8HOLE HYD 1	REPAIR CLAMP 1 *** INTS IUT SIZE TO BE IE OF ORDERING 90 DAYS *** EANT 8 HOLE ***	2525.0 2850.0	000/ea	1013.00 10100.00 22800.00	
ed Water Works,	Inc. assumes no liabili	PLASTIC CAP *** Special Order Item ty for differences in	***	4044.2		8088.50	
Wis provided as a mmend all custor all custor ICING TERMS & TO CURRENT \	a courtesy to our custo mers review material qu CONDITIONS** /OLATILITY IN THE M	ial takeoff completed by omers. We strongly uotations for accuracy. IARKET, PRICES ON THIS O	UOTE ARE	Subtotal S&H Charg	es	245172.75 0.00	
MATE AND IS S ECT AT TIME OF	UBJECT TO AVAILAB ACTUAL SHIPMENT	ILITY & MANUFACTURER P UWW WILL HONOR THIS Q	RICING IS AN RICING IN UOTE FOR	Amount Du	e	245172.75	

EXHIBIT C TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

- 1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to PRWA prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify PRWA.
- 4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
- 5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to PRWA, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

Professional Services Agreement UNITED WATER WORKS INC. Page 18 of 19

- 7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform PRWA of the location of the records.
- 8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide PRWA with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to PRWA a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify PRWA.
- 10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to PRWA, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- 11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers'

Professional Services Agreement **UNITED WATER WORKS INC.** Page 19 of 19

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."

- 12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.
- 13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to PRWA) PRWA, its officials, officers, employees, agents and independent consultants serving in the role of PRWA officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

REQUEST FOR BID (RFB) PICO RIVERA WATER AUTHORITY INVENTORY SUPPLIES



PICO RIVERA WATER AUTHORITY Water Operations Division 6615 Passons Boulevard Pico Rivera, CA 90660

Issued: November 8, 2023

INTRODUCTION

The Pico Rivera Water Authority, hereinafter referred to as "PRWA", is seeking bids from qualified vendors, hereinafter referred to as "Bidder", for PRWA inventory supplies.

Action	Date
Request for Bids	November 8, 2023
Deadline to Submit Questions	November 15, 2023 5:00 p.m.
Deadline to Submit Bids	November 29, 2023 2:00 p.m.

II. SCOPE OF SERVICES

A. General Information

The PRWA is seeking bids for procurement and delivery of PRWA inventory supplies per attached specifications and as listed in Attachment A – Bid Proposal Form.

B. Brand Names

References to brand names and/or numbers in the solicitation are intended to be descriptive, unless otherwise specified. If the specific product cannot be supplied by the Bidder, equivalent items meeting the standards of quality specified will be considered. Unless a Bidder indicates otherwise, it is understood that the Bidder is offering the referenced brand item as specified in the solicitation. The PRWA reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced, and the PRWA may require the supply of additional descriptive material and a sample. It shall be the vendor's responsibility to assure offered item is equal to the requested item. All equal items shall be submitted with spec sheet. Failure to provide spec sheet for equal items may result in rejection of your Bid of that item or as a whole.

C. Samples

Samples of goods may be required prior to award to determine Bidder's responsiveness to the RFB's requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a Bidder's proposal. Unless expressly set forth in the solicitation the sample of goods furnished must be identical in all respects to the product or products being offered. Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the PRWA to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the PRWA. Samples, if not destroyed by tests, may, upon request made by the Bidder at the time the sample is furnished, be returned at Bidder's expense.

D. Cost Proposal, Pricing and Price Adjustments

Bidders must submit fixed pricing as required by Attachment A – Bid Proposal Form. Pricing shall include all anticipated charges, including but not limited to, cost of materials and product, overhead, profit, sales tax, freight and delivery, and other costs or expenses incidental to the Bidder's performance. It is expected that all Bidders to this solicitation will offer the Bidder's best government or comparable favorable rates.

E. Term of Agreement

It is PRWA's intent to enter into an Agreement with the selected vendor for a (2) year term.

PRWA will compensate the vendor for the actual quantities provided. For each approved product order, the Vendor will provide an invoice clearly documenting the material provided and subsequent quantities. Compensation will be based on the Bid Proposal Form.

III. PRWA CONTACT

Bidders must notify the PRWA of any ambiguity, inconsistency or error they may find. All questions about the RFB must be submitted via Planet Bids by the deadline. Any changes or corrections to the original RFB or any other information that will affect the contract will be disseminated and posted on http://www.pico-rivera.org/rfps/ the PRWA's electronic procurement service. It is the Bidder's responsibility to self-register as a vendor with Planet Bids at http://www.pico-rivera.org/rfps/ in order to receive email notifications for any addenda that is released.

IV. DEADLINE FOR SUBMITTING QUESTIONS

Any questions regarding this RFB shall be submitted online using the Planet Bids Portal. The deadline to submit questions shall be no later than November 15, at 5:00 p.m. All questions will be noted, and a consolidated answer list will be sent to all interested Bidders through Planet Bids.

V. <u>FORMAT AND SUBMISSION</u>

All Bidders are required to follow the format content specified below.

- 1. A detailed fixed cost proposal using Attachment A Bid Proposal Form
- 2. Bidder's Acknowledgement of Insurance Compliance using Attachment C
- 3. Non-Collusion Affidavit using Attachment D

Bid forms submitted must be signed by an authorized individual or Bid may be deemed non-responsive.

The PRWA will receive via Planet Bids up to **Wednesday, November 29, 2022, 2:00 p.m.** at which time they will be publicly opened and read aloud. Any bid received after this time will be returned unopened. Bidders are responsible for submitting and allowing

sufficient time for their bid to be accepted by the Planet Bid system before the closing time set forth in this solicitation or as changed by addenda. NOTE: Pushing the submit button on the electronic system may not be instantaneous; it may take time for the Bidder's submittal and document to upload and transmit before the bid is accepted. It is the Bidder's sole responsibility to ensure their bid and document(s) are uploaded, transmitted, and arrive in time electronically. The City will have no responsibility for bids that do not arrive in a timely manner, no matter what the reason. All Bids must be made on the form furnished by the PRWA (Attachment A).

Bids must remain valid and shall not be subject to withdrawal for 90 calendar days after the Bid opening date.

Faxed or e-mailed bids will not be accepted as this RFB requires bids to be submitted through the Planet Bids system (https://pbsystem.planetbids.com/portal/41481/portal-home).

VI. <u>SELECTION PROCESS</u>

A. Responsive Bidder/ Responsible Bidder

After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein.

B. AWARD PROCESS

Once the lowest responsible/responsive Bidder has been determined, a Notification of Intent to Award will be issued to all Bidders who submitted a bid identifying the lowest responsible/responsive Bidder.

C. COMMENCEMENT OF SERVICES

A Purchase Order will be issued once:

- 1. Council authority is granted, if applicable.
- 2. All agreements have been executed.
- 3. Verification of current vendor application & W-9 State Tax Form.

Commencement of services shall begin once Bidder receives the Notice to Proceed and Purchase Order.

VII. STANDARD TERMS & CONDITIONS

In addition to the previous requirements, the Bidder shall, at minimum, perform or make provisions for the following general requirements:

A. Addenda: The PRWA reserves the right to modify and issue addenda to this RFB. A signed copy of all addenda shall be submitted as part of the bid. Bidder shall be responsible for monitoring Planet Bids to ensure it has all addenda, and failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFB and any Agreement, which may

result from this solicitation.

- **B.** Additional Information: Provide the PRWA with any additional information it deems necessary to accurately determine Bidders ability to perform services, and/or provide products proposed. During selection process, the PRWA may conduct any reasonable inquiry from any and all sources concerning the bid, including reference verification to determine the responsibility of the Bidder. Furthermore, submission of a bid constitutes permission by the Bidder for the PRWA to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Bidder from further consideration.
- **C.** <u>Bid Commitment:</u> The bid shall be firm and binding for 90 days after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Bidder to furnish the products/services set forth in this RFB. Bidder may withdraw a bid only by written request received by the PRWA prior to the deadline for bid submissions.
- **D.** <u>Bid Errors:</u> PRWA is not responsible for errors or omissions on the part of Bidders in drafting their bids. In the event of a calculation error, the unit price shall prevail. The PRWA is not responsible for any conclusions or interpretations made by the Bidder regarding information provided by the PRWA. If there are any discrepancies between the unit price and the extended amount, the unit price shall control. PRWA reserves the right, but shall not be obligated, to waive any non-material errors included in any proposal in its sole discretion.
- **E.** <u>Compliance with Laws</u>. All proposals shall comply with all current federal, state, local laws, regulations, ordinances, rules, and code sections applicable to Bidders' proposal and the performance of an obligations.
- F. <u>Conflict of Interest.</u> By signing the Certification of Bid (Attachment D), the Bidder declares and warrants that no elected or appointed official, officer or employee (as defined by Government Code §1090) of the PRWA has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Bid, Bidder declares and warrants that no elected or appointed official, officer or employee of the PRWA, during the term of his/her service with the PRWA shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- **G.** <u>Costs.</u> The PRWA is not liable for any costs incurred by Bidders before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Bidder in responding to this RFB, are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the PRWA. No reimbursable cost may be incurred in anticipation of award.
- **H.** <u>Contractual Obligation</u>: After the PRWA selects a Bidder, the contents of the submitted bid will become a contractual obligation. The RFB and any addenda, Bidder's bid, and the Agreement constitute the entire Agreement between the Bidder

and the PRWA and shall incorporate the provisions thereof. Failure of the Bidder to agree to include all portions thereof as contractual Agreement, may result in cancellation of the award.

- I. <u>Disclaimer:</u> This RFB does not commit the PRWA to continue with the procurement of the subject services/products nor to enter into an Agreement with any Bidder. The PRWA makes no representation that any Agreement will be awarded. In the event of award, the PRWA makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement may require Pico Rivera Water Authority Board authorization. Furthermore, the PRWA may reject all bids and re-issue the RFB at any time for any reason at its sole discretion.
- **J.** Late Bid: Late bids will not be considered. It is the Bidder's responsibility to ensure that the bid arrives on or before the specified time. The PRWA will not be responsible for bids not properly marked and/or delivered. Postmarks will not be accepted in lieu of actual receipt.
- K. <u>Evidence of Insurance:</u> In the event an Agreement is awarded, Bidder shall provide evidence of insurance coverall by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described herein, prior to the commencement of services. The required insurance coverage shall be maintained for the duration of the Agreement: General Liability insurance presently in effect with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

The Certificate of Insurance shall provide:

- a) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the PRWA;
- b) That the PRWA, and its employees, volunteers, officers, and agents of each of them, are included as additionally insured, but only insofar as the operations under this contract are concerned.
- c) That the PRWA and its employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
- d) That the insurer has an AM Best rating of A: VII or equivalent.

Supplier agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said liability insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide notice at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year.

New Certificates of Insurance are subject to approval and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the PRWA may in addition to any other remedies it may have, terminate this contract upon

the occurrence of such event.

Worker's Compensation insurance coverage as required by the State of California of\$1,000,000 per occurrence.

- L. <u>Non-Collusion</u>. If there is reason to believe that collusion exists among the Bidders, the PRWA may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Bidder is interested. If there is reason to believe that collusion exists among the Bidders, the PRWA may refuse to consider Proposals from participants in such collusion. Bidders shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Attachment E).
- **M.** <u>Non-Discrimination</u>. Bidder represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.
- **N.** Payments and Invoicing: Unless otherwise agreed, payment will not be made until goods/services are delivered and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. In order to receive prompt payment, send invoices directly to: Pico Rivera Water Authority, Attn: Accounts Payable, 6615 Passons Blvd., Pico Rivera, CA 90660. The PRWA's standard payment terms are Net 30 days.
- **O.** Property of PRWA: All bids and materials submitted become the property of the PRWA and may be used by the PRWA in any way it deems appropriate. In addition, any bids submitted shall be subject to disclosure under the California Public Records Act.
- **P.** Reservation of Rights: The PRWA expressly reserves the right to modify and/or suspend any and all aspects of the RFB, to obtain further information from any Bidder responding to this RFB, to waive any defect as to form or content of this RFB or any response thereto, to extend deadlines for accepting responses, to reject any and all bids or responses to the RFB, and to choose the firm that best serves the PRWA's interests, at its own discretion. Should all bids be rejected, a written notification will be sent to all Bidders to this effect. The PRWA also reserves the right to select another Bidder in the case that the original Bidder, for any reason, is unable to perform, or is dismissed from the Project.
- **Q.** <u>Severability:</u> If any provisions or portion of any provision, of this RFB are held invalid, illegal or unenforceable, they shall be severed from the RFB and the remaining provisions shall remain valid and enforceable.

R. <u>Submission Cost:</u> The PRWA will not be liable for any costs incurred in the preparation of bids or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of bids, submission of additional information, delivery, and/or any other aspect of the RFB incurred by the Bidder are the sole responsibility of the Bidder.

ATTACHMENTS:

- 1) Attachment A: Bid Proposal Form
- 2) Attachment B: Sample Vendor Agreement
- 3) Attachment C: Vendor's Acknowledgement of Insurance Compliance
- 4) Attachment D: Non-Collusion Affidavit

ATTACHMENT A BID PROPOSAL FORM

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
	BRONZE SERVICE SADDLES – DOUBLE STRAP Acceptable Brass Manufacturers are Mueller, Jones, Ford or approved equal				
1	4" AC & Ductile iron – Iron Pipe (IP) thread	Each	10	\$	\$
2	4" AC Ductile iron - IP thread	Each	5	\$	\$
3	6" AC - IP thread	Each	20	\$	\$
4	6" Ductile iron - IP thread	Each	10	\$	\$
6	8" AC - IP thread	Each	30	\$	\$
6	8" Ductile iron - IP thread	Each	15	\$	\$
	CORPORATION STOPS Acceptable Brass Manufacturers are Mueller, Jones, Ford or approved equal				
7	1" - IP thread	Each	60	\$	\$
8	2" -IP thread	Each	30	\$	\$
	SERVICE FITTINGS Acceptable Brass Manufacturers are Mueller, Jones, Ford or approved equal. Mueller Part Numbers Listed As Reference Only				
9	Straight Meter Coupling - 5/8" x 3/4" x 3/4"	Each	50	\$	\$
10	Straight Meter Coupling - 1"	Each	40	\$	\$
11	Pack Joint Coupling 1"	Each	65	\$	\$
12	Pack Joint Coupling P-15403N 1" x 3/4"	Each	30	\$	\$

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
13	Pack Joint Coupling P-15403N 2"	Each	25	\$	\$
14	Pack Joint Coupling E-15404N 3/4" Iron Pipe Size (IPS) Polyethylene (PE)	Each	20	\$	\$
15	Pack Joint Coupling E-15404N 1" IPS PE	Each	20	\$	\$
16	Pack Joint Coupling E-15404N 2" IPS PE	Each	20	\$	\$
17	Pack Joint Coupling E-15443N 3/4" IPS Push Joint (PJ) X 1" CTS PJ	Each	30	\$	\$
18	Straight Coupling V-15442N 3/4" IPS PJ X 3/4" Female Iron Pipe (FIP)	Each	20	\$	\$
19	Straight Coupling V-15442N 1" IPS PJ X 1" FIP	Each	20	\$	\$
20	Straight Coupling V-15442N 2" IPS PJ X 2" FIP	Each	15	\$	\$
21	Straight Coupling V-15440N 3/4" IPS PJ X3/4" Male Iron Pipe (MIP)	Each	30	\$	\$
22	Straight Coupling V-15440N 1" IPS PJ X 1" MIP	Each	40	\$	\$
23	Straight Coupling V-15440N 2" IPS PJ X 2" MIP	Each	15	\$	\$
24	Pack Joint x MIP Coupling P-15428N 1" x 3/4"	Each	50	\$	\$
25	Pack Joint x MIP Coupling P-15428N 1"	Each	50	\$	\$
26	Pack Joint x MIP Coupling P-15428N 2"	Each	30	\$	\$
27	Pack Joint x FIP Coupling P-15451N 1" x 3/4"	Each	50	\$	\$
28	Pack Joint x FIP Coupling P-15451N 1"	Each	50	\$	\$

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
29	Pack Joint x FIP Coupling P-15451N 2"	Each	30	\$	\$
30	Pack Joint Quarter Bend P-15526N 1"	Each	30	\$	\$
31	Pack Joint Quarter Bend P-15526N 2"	Each	20	\$	\$
32	Pack Joint Coupling Copper Tube Size (CTS) PJ X IPS PJ – E15443N 3/4" x 1"	Each	30	\$	\$
33	Coupling CTS PJ X Copper Flair - P-15071N 1" x 3/4"	Each	50	\$	\$
34	Coupling CTS PJ X Copper Flair - P-15071N 1"	Each	50	\$	\$
35	U Branch Connection P- 25250N/B-25251N 1"	Each	15	\$	\$
36	Ball Angle Meter Valve P- 24258N 5/8" x 3/4" x 1"	Each	60	\$	\$
37	Ball Angle Meter Valve P- 24258N 1"	Each	60	\$	\$
38	Ball Angle Meter Valve B- 24265N 5/8" x 3/4" x 3/4"	Each	40	\$	\$
39	Ball Angle Meter Valve B- 24265N 5/8" x 3/4" x 1"	Each	40	\$	\$
40	Ball Straight Meter Valve B- 24351N 5/8" x 3/4" x3/4"	Each	20	\$	\$
41	Ball Straight Meter Valve B- 24351N 1"	Each	20	\$	\$
42	Ball Straight Service Valve B-20200N 3/4"	Each	40	\$	\$
43	Ball Straight Service Valve B-20200N 1"	Each	40	\$	\$
44	Ball Straight Meter Valve B-24337N 2"	Each	20	\$	\$

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
45	Ground Key Angle Meter Valve P-14277N 2"	Each	10	\$	\$
46	Ball Straight Service Valve B-20200N 2" FIP	Each	10	\$	\$
47	1" CTS Poly Pipe Inserts	Each	250	\$	\$
48	2" CTS Poly Pipe Inserts	Each	100	\$	\$
49	1" CTS Poly Pipe MuniciPex 100' ROLL	Each	20	\$	\$
50	2" CTS Poly Pipe MuniciPex 100' ROLL	Each	5	\$	\$
51	3/4" Meter Gaskets 1/16" Thick Rubber	Each	1,000	\$	\$
52	3/4" Meter Gaskets 1/16" Thick Poly/Nylon	Each	1,000	\$	\$
53	1" Meter Gaskets 1/16" Thick Rubber	Each	1,000	\$	\$
54	1" Meter Gaskets 1/16" Thick Poly/Nylon	Each	1,000	\$	\$
55	1-1/2" Meter Flange Gaskets	Each	300	\$	\$
56	2" Meter Flange Gaskets	Each	300	\$	\$
	METER BOXES & COVERS Armorcast, DFW or Approved Equal			\$	\$
57	Meter Box - A6000494	Each	50	\$	\$
58	Meter Box Cover - A6000482	Each	40	\$	\$
59	Meter Box Cover - A6000482 TR	Each	30	\$	\$
60	Meter Box - A6000486	Each	75	\$	\$
61	Meter Box Cover - A6000483	Each	60	\$	\$

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
62	Meter Box Cover - A6000483 TR	Each	30	\$	\$
63	Meter Box - A6001419	Each	30	\$	\$
64	Meter Box Cover - A6001420	Each	20	\$	\$
65	Meter Box Cover - A6001420 TR	Each	20	\$	\$
66	Meter Box - A6001946PCX12	Each	15	\$	\$
67	Meter Box Cover - A6001866	Each	10	\$	\$
68	Meter Box Cover - A6001866 TR	Each	10	\$	\$
	GATE & BUTTERFLY VALVES Mueller Co. or Approved Equal. Gate Valves Must Meet AWWA C509 Specification, with Integral Stems (Low Zinc Manganese Bronze) and Fully Encapsulated Iron Wedge. Butterfly Valves Must Meet AWWA C504 Specifications.				
69	4" Mueller Gate Valve - A2362- Flange (FLG) X FLG - 306	Each	1	\$	\$
70	4" Mueller Gate Valve - A2362- FLG X Mechanical Joint (MJ) - 19	Each	1	\$	\$
71	4" Mueller Gate Valve - A2362 - MJ X MJ - 23	Each	1	\$	\$
72	6" Mueller Gate Valve - A2362 - FLG X FLG - 306	Each	2	\$	\$
73	6" Mueller Gate Valve - A2362 - FLG X MJ - 19	Each	4	\$	\$
74	6" Mueller Gate Valve - A2362 - MJ X MJ - 23	Each	2	\$	\$
75	8" Mueller Gate Valve - A2362 - FLG X FLG - 306	Each	2	\$	\$

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
76	8" Mueller Gate Valve - A2362 - FLG X MJ - 19	Each	4	\$	\$
77	8 " Mueller Gate Valve - A2362 - MJ X MJ - 23	Each	2	\$	\$
78	10" Mueller Butterfly Valve Lineseal III FLG X FLG 150B	Each	2	\$	\$
79	12" Mueller Gate Valve Lineseal III FLG X FLG 150B	Each	2	\$	\$
	FLEX COUPLINGS Flex Couplings to be Romac or Approved Equal. Must be Wide Range Coupling.				
80	4" XR 501	Each	6	\$	\$
81	6" XR 501	Each	10	\$	\$
82	8" XR 501	Each	10	\$	\$
83	10" XR 501	Each	6	\$	\$
	FULL CIRCLE REPAIR CLAMPS				
84	3/4" CTS .88 X 3"	Each	30	\$	\$
85	1" CTS 1.13 X 3"	Each	50	\$	\$
86	3/4" IPS 1.05 X 3"	Each	30	\$	\$
87	1" IPS 1.32 X 3"	Each	50	\$	\$
88	4" - 4.80 - 5.27 X 12"	Each	4	\$	\$
89	6" - 6.90 - 7.37 X 12"	Each	6	\$	\$
90	8" - 9.05 - 9.57 X 12"	Each	6	\$	\$
91	10" - 11.10 - 12.12 X 12"	Each	4	\$	\$

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
	FIRE HYDRANTS Jones or approved equal	Each			
92	6" X 4" X 2-1/2" JONES - J- 4040	Each	4	\$	\$
93	6" X 4" X 2-1/2" JONES - J- 4048	Each	8	\$	\$
94	4" X 2-1/2" JONES J-4060	Each	2	\$	\$

TOTAL BID AMOUNT: \$	<u></u>
TOTAL BID AMOUNT IN WORDS:	

In case of discrepancy between the unit price and the extended amount set forth for the item, unit price controls.

The proposed total price of each product item shall be determined from reviewing the product description and all other portions of this RFB and shall include all items necessary to supply the inventory supplies, including the assumption of all obligations, duties, and responsibilities necessary, and the furnishing of all materials required; all as per the requirements of this RFB, whether or not expressly listed or designated.

NOTE: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change. No adjustment in the unit prices will be allowed. PRWA reserves the right to not use any of the estimated quantities; and if this right is exercised, the Supplier will not be entitled to any additional compensation.

ATTACHMENT B SAMPLE VENDOR AGREEMENT

PICO RIVERA WATER AUTHORITY

WATER OPERATIONS DIVISION

VENDOR AGREEMENT

Pico Rivera Water Authority Inventory Supplies

*****	*****	******	*****	******	*********
the	This "Agree Pico		e on Water	Authority	, 2023, by and between ("PRWA") and ") (collectively "Parties").
and s	shall expire or	reement ("Terr n Agreement ex	("Expiration	Date") unless	("Effective Date") s extended in writing by an
stand the s equip applicany r to an oppo acknow interes	lards of the incomment, product cable all State manner affect y necessary production ity laws all the that would	dustry. Vendor quired by this ets, or goods ets, Federal and the Services permits or regulations it does not not conflict with the state.	r represents the Agreement. A shall be performed under ulatory approve applicable to ow have nor the performance.	at they are trained all Services and or provordinances, coor this Agreemed all not this Agreemed all it acquires ce of Services	al manner customary to the ned and qualified to provide and all associated materials, ide in compliance with all des and regulations that in ent including but not limited on-discrimination and equal nt. Vendor covenants and e any financial or business under this this Agreement, f its Services hereunder.
unifo herei propo to the	rms specified n by this refe osal and this A e Services prov	in Vendor's pr erence ("Servio greement, the	oposal, attach ces"). In the provisions of t nall not be vali	ed hereto as I event of any his Agreement	ral of the equipment and/or Exhibit B and incorporated conflict between Vendor's shall control. Any changes prialized in a written change
Loca	tion: 9633 Bev	erly Rd, Pico	Rivera CA 906	660	
Vend	or shall delive	r material on t	he following d	ate:Variou	S
					completely set up no later nent and/or uniforms on the

The Parties agree and understand that Vendor is not an employee of PRWA but shall be solely an independent contractor acting under the terms and conditions set forth herein. Vendor reserves the right to determine the assignment of its own employees to the performance of this Agreement. Vendor shall have no power to incur any debt, obligation,

date and time specified above.

or liability on behalf of PRWA or otherwise to act on behalf of PRWA as an agent. Neither PRWA nor any of its officers, employees or agents shall have control over the conduct of Vendor or any of Vendor's employees, except as set forth in this Agreement. Vendor shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of PRWA. Vendor shall be solely responsible for all federal and state income taxes and any other applicable taxes. Vendor shall not be an employee of PRWA for Workers Compensation or any other purposes and shall not receive Unemployment Insurance benefits, Social Security coverage or other employee benefits. Vendor understands and agrees that Vendor shall not be an employee of PRWA as defined in the California Labor Code. Vendor shall indemnify, defend, and hold harmless PRWA for the payment of any employee and/or employer contributions for PERS benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of PRWA.

All data, documents, discussion, or other information developed or received by Vendor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Vendor without prior written consent by PRWA even after the expiration or termination of this Agreement. Vendor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. PRWA shall have the right to access and examine such records, without charge, during normal business hours. PRWA shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

PRWA agrees to pay Vendor an amount not to exceed One Hundred Fifty Thousand Dollars______ (\$150,000.00) in accordance with the unit prices indicated on Exhibit B. Prior to each anniversary of the Effective Date of this Agreement, the unit prices included in Exhibit B shall increase by an amount equal to the percent change in the Consumer Price Index for Los Angeles, Riverside-Orange County, as compared to the prior year. In no event shall any annual increase to the unit prices based on CPI exceed three percent (3%). Vendor shall not be entitled to any additional reimbursement or payment from PRWA. Any corresponding increase or decrease in compensation associated with a change in the amount or level of Services, shall be incorporated by written amendment to this Agreement executed by all Parties.

PRWA may terminate this Agreement at any time, with or without cause, by giving five (5) days prior written notice of such termination to Vendor, and by specifying the effective date thereof. If this Agreement is terminated by PRWA as provided herein, Vendor shall be paid for its services satisfactorily rendered to PRWA as of the date of termination. In no event shall the amount paid by PRWA exceed the amount which would be paid Vendor for the full provision of services under this Agreement. Vendor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without PRWA's prior written consent, and any attempt to do so shall be void and of no effect.

Vendor shall obtain a City of Pico Rivera business license prior to commencing performance under this Agreement. Vendor shall defend, indemnify, and hold harmless

the PRWA, its officials, and every officer, employee and agent of PRWA (collectively "Indemnitees") from any claim, liability or financial loss (including, without limitation, attorneys' fees and costs), injuries to property or persons (including without limitation, attorneys' fees and costs) arising out of any acts or omissions of Vendor, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the Parties. Vendor shall defend Indemnitees, with counsel of PRWA's choice, at Vendor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees. Vendor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Vendor or Indemnitees. No official or employee of the PRWA shall be personally liable to Vendor in the event of any default or breach by Indemnitees, or for any amount which may become due to Vendor. All duties of Vendor under this Section shall survive termination of this Agreement.

Vendor warrants and represents that the individual executing this Agreement below has the full right and authority to enter into this Agreement, and authority to fully commit and bind Vendor to the provisions of this Agreement. The waiver by PRWA or Vendor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

If a Party commences any legal, administrative, or other action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such action shall be entitled to have and recover from the losing Party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

This Agreement represents the entire integrated agreement between PRWA and Vendor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both PRWA and Vendor. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement.

The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Any litigation concerning this Agreement shall take place in the superior or federal district court with geographic jurisdiction over the City of Pico Rivera.

Vendor's address for notices under this Agreement:

NAME, TITLE INSERT VENDOR'S NAME ADDRESS CITY, STATE, ZIP

EXHIBIT A (ADDITIONAL TERMS AND CONDITIONS) AND B (VENDOR'S PROPOSAL) ARE ATTACHED HERETO IS INCORPORATED HEREIN BY THIS REFERENCE

This writing constitutes the entire Agreement between PRWA and Vendor and may be amended only by written mutual agreement. THIS CONTRACT MUST BE SIGNED AND RETURNED TO THE PRWA'S PUBLIC WORKS DEPARTMENT OFFICE PRIOR TO THE START OF THE CONTRACT SERVICE. PAYMENT MAY BE WITHHELD FOR ANY SERVICES PERFORMED PRIOR TO THE EXECUTION OF THIS CONTRACT.

"PRWA"	"VENDOR"
PICO RIVERA WATER AUTHORITY	INSERT VENDOR'S COMPANY NAME
 Steve Carmona,	INSERT NAME, TITLE
PRWA Executive Director	INOLITI NAME, IIILE
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:
Cynthia Ayala, Authority Secretary	Arnold M. Alvarez-Glasman, General Counse

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

Section 1. Insurance.

- (a) Vendor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
- 1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 for each occurrence, combined single limit, and \$2,000,000 aggregate; against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Vendor.
- 2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Vendor in performing the Services required by this Agreement.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- (b) <u>Other Insurance Provisions</u>. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1. PRWA, its officials, officers, employees, designated volunteers and agents serving as independent contractors in the role of PRWA officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor; premises owned, occupied or used by Vendor; or automobiles owned, leased, hired or borrowed by Vendor. The coverage shall contain no limitations on the scope of protection afforded to PRWA, its officials, officers, employees, designated volunteers or agents serving as independent contractors in the role of PRWA officials that are not also limitations applicable to the named insured.
- 2. For any claims related to this Agreement, Vendor's insurance coverage shall be primary insurance as respects PRWA, its officials, officers, employees, designated volunteers and agents serving as independent contractors in the role of PRWA officials. Any insurance or self-insurance maintained by PRWA, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of PRWA officials shall be excess of Vendor's insurance and shall not contribute with it.
- 3. Vendor'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.
- 4. Each insurance policy required by this Agreement shall expressly waive the insurer's right of subrogation against PRWA and its officials, officers,

employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of PRWA officials.

- 5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the PRWA.
- 6. If insurance coverage is canceled or reduced in coverage or in limits, Vendor shall, within two business days of notice from insurer, phone, fax and/or notify the PRWA via certified mail, return receipt requested, of the changes to or cancellation of the policy.
- (c) The PRWA's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Vendor shall comply with the insurance provisions required by the PRWA's Risk Manager.
- (d) The policy or 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, unless waved in writing by PRWA's Risk Manager.
- (e) Vendor agrees that if it does not keep the aforesaid insurance in full force and effect, PRWA may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, PRWA may take out the necessary insurance and pay, at Vendor's expense, the premium thereon.
- (f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by PRWA. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by PRWA before services commence. As an alternative to PRWA forms, Vendor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- (g) Any deductibles or self-insured retentions must be declared to and approved by PRWA, and shall not exceed \$25,000.
- (h) Vendor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

EXHIBIT B VENDOR'S PROPOSAL

ATTACHMENT C

VENDOR'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT

VENDOR'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT

•	acknowledges and is fully aware of the insurance requireme Request for Bid and accepts all conditions and requireme in.	
Consultant:	Name (Please Print or Type)	
Ву:	Vendor's Signature	
Date:		

THIS EXECUTED FORM MUST BE SUBMITTED WITH BID.

ATTACHMENT D NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

The undersigned declares, states and certifies that:

- 1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.
- 2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFB.
- 3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the Pico Rivera Water Authority or of anyone interested in the proposed contract.
- 4. All statements contained in the Proposal and related documents are true.
- 5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFB depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
- 6. I have not entered into any arrangement or agreement with any Pico Rivera Water Authority public officer in connection with this proposal.
- 7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative	
 Name of Authorized Representative	





To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: ANNUAL COMPREHENSIVE FINANCIAL REPORT,

FISCAL YEAR ENDING JUNE 30, 2023, AND FISCAL YEAR 2022-23 GENERAL FUND YEAR-END RESULTS

Recommendation:

1. Receive and file the Annual Comprehensive Financial Report, fiscal year (FY) ending June 30, 2023;

- 2. Approve Budget Transfers that allocate the FY 2022-23 Unassigned General Fund Balance of \$202,840, and;
- 3. Approve a General Fund allocating the remaining FY 2022-23 Unassigned General Fund Balance of \$4,089,702 towards vehicle purchases, the Smith Park Turf Replacement, and Measure AB Revenue Replacement.

Fiscal Impact:

The discussion below provides a summary of the financial data found in the Annual Comprehensive Financial Report (ACFR) for the FY ending June 30, 2023.

The recommended budget transfers of \$202,840 from the General Fund (GL Account No. 100.98.9800-56900) will reduce the negative balances for the Liability Claims Fund (GL Account No. 105.00.0000-47900), the Sewer Maintenance Fund (GL Account No. 225.00.0000-47900), the Federal Aid STPL45351 Fund (GL Account No. 638.00.0000-47900), the Highway Bridget Program Fund (GL Account No. 661.00.0000-47900), and the Miscellaneous Federal Grant Fund (GL Account No. 698.00.0000-47900). The recommended funding allocations in the amount of \$4,089,702 will provide critical needs identified by City staff.

Discussion:

The ACFR is prepared using the guidelines set forth by the Government Accounting Standards Board (GASB) and audited by CliftonLarsonAllen, LLP (CLA), Certified Public Accountants and Consultants. For the year ended June 30, 2023, these financial

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT, FISCAL YEAR ENDING JUNE 30, 2023, AND FISCAL YEAR 2022-23 GENERAL FUND YEAR-END RESULTS Page 2 of 18

statements received an unmodified opinion by CLA. Their opinion is located at the beginning of the financial section of the report (Enclosure 1).

The ACFR provides a financial summary for the City of Pico Rivera (City) and its component units: the Housing Agency (Authority), Water Authority, and Successor Agency. Major sections of the ACFR are the Introductory Section (including the Transmittal Letter, the Management's Discussion and Analysis), Finance Section, Notes to the Financial Statements, and Statistical Section.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditors' report and provides a narrative overview and analysis of the basic financial statements. The letter of transmittal is designed to complement the MD&A and should be read in conjunction with it.

Financial Statement Highlights

The ACFR includes many financial schedules that provide information related to various aspects of the City's financial standing. The City's net position (assets less liabilities) increased by \$35.2 million, from \$339.5 million to \$374.7 million. Citywide revenues totaled \$125.3 million, an increase of \$10.3 million over the prior year. Expenses were \$90.1 million, an increase of \$1.1 million over the prior year.

Reserves and Fund Balance Policy

To further secure the City's long-term financial health, the City Council first adopted comprehensive reserve policies as part of the FY 2016-17 budget adoption process. These policies solidified the City's commitment to setting aside funds for economic uncertainty while expanding the policy to allow for assignments of fund balance for capital projects, equipment replacement, leave accruals, and other expenses.

On July 28, 2020, the City Council adopted revised "risk-based" General Fund and Proprietary Fund Reserve Policies, which increased the General Fund's Emergencies/Economic Stabilization Reserve from 25% to 50%. The revised policy also set certain triggers to allow staff and the City Council to reassess budgeted service/personnel levels during economic downturns to ensure ongoing economic stability. The policies are reviewed annually to ensure they remain sufficient to weather a downturn in our economy and were most recently incorporated as part of the FY 2023-24 budget, which the City Council adopted on June 27, 2023.

Significant City Accomplishments and Initiatives

In FY 2022-23, the City has experienced challenges and success, and we take pride in showcasing these achievements. Our City is now better equipped to tackle the present and future challenges that confront local government and our community. The accomplishments throughout this fiscal year underscore our dedication to working collaboratively for the greater good of our community. These achievements, along with

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT, FISCAL YEAR ENDING JUNE 30, 2023, AND FISCAL YEAR 2022-23 GENERAL FUND YEAR-END RESULTS Page 3 of 18

numerous others, underscore our unwavering commitment to implementing our strategic priorities, fostering the City's economic well-being, and enhancing the quality of life for our residents and businesses. The City's performance goals, priorities, and strategies focus on the following areas:

- Fiscal and Organization Sustainability
- Economic Development and Land Use
- Infrastructure
- Health, Wellness and Safety
- Community Engagement

The City's FY 2022-23 Accomplishments Report brochure is attached in its entirety to this report as Enclosure 2. The report comprises the City's Guiding Plan, Awards, and Recognition grouped according to strategic priorities and the plans and goals for the FY 2023-24.

The entire ACFR can be found on the City's website, with the prior year's financial statements to promote transparency. In addition, FY 2022-23 ACFR is attached in its entirety to this report as Enclosure 1.

General Fund Year-End Results

This report is designed to inform the City Council of the City's year-end financial positions and results of operations. FY 2022-23 General Fund revenues totaled \$59.3 million for the year, compared to \$50.2 in expenditures and transfers-in. The difference of \$9.05 million is shown in Table 1. Later in this report, staff will provide recommendations for allocating this surplus.

Table 1 - General Fund Year-end Results

FY 2022-23 General Fund Results:		
Operating Revenues	\$ 56,495,651	
Sale of Capital Assets	928,625	
Transfers In	1,847,348	
Revenues & Transfers In Total	\$ 59,271,624	
Operating Expenditures	\$ 47,845,207	
Transfers Out - Others	2,378,608	
Expenditures & Transfers Out Total	\$ 50,223,815	
FY 2022-23 Results (Revenues Less Expenditures):		\$ 9,047,809

The positive result stems from greater revenues than budget and expenditures below budget due to the following major components:

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT, FISCAL YEAR ENDING JUNE 30, 2023, AND FISCAL YEAR 2022-23 GENERAL FUND YEAR-END RESULTS Page 4 of 18

Revenue

In the ACFR, the Combined General Fund (CGF) comprises the following funds: General Fund (GF Fund 100), General Liability Insurance Fund (Fund 105), Worker's Compensation Claim Fund (Fund 106), Water Enterprise Fund (Fund 551), and Section 115 Pension Trust Fund (Fund 875).

For the fiscal year that concluded on June 30, 2023, the CGF revenues totaled \$59.27 million, with the General Fund revenues accounting for \$58.72 million, outperforming the Amended Budget estimates by approximately \$5.3 million or 9%. The most substantial positive variances can be attributed to Sales Tax, Property Tax, Utility Users Tax, Business License, and All Other Revenue.

At the commencement of FY 2022-23, California's economic prospects faced challenges due to persistently high inflation, continuing interest rate hikes by the Federal Reserve, and further declines in the stock market. However, the economy has been safeguarded from recession by consistent household spending, a situation that stands out despite inflation surpassing Federal Reserve objectives and interest rates on loans and credit cards climbing. In California, the performance of sales tax has continued to exhibit growth.

- Sales Tax revenues came in higher than adjusted budget estimates by \$621 thousand. Year-end results exceeded estimates due to factors such as inflation, favorable consumer confidence, and the City's ongoing economic recovery in major sales tax-generating groups. The major sales tax generating groups include General Consumer Goods, Restaurants and Hotels, and Business and Industry. It is important to note that the attributed growth is largely due to the result of higher-priced goods and the continued rebounding from the impact of the pandemic a year ago.
- Property Tax revenue came in higher than the budget estimates due to an increase in median home prices compared to the prior year. Continuing the trend from 2020, 2021 sales volume increased slightly from the prior year; the median price continued to increase due to low interest rates, high demand, and limited properties for sale, as reflected on the 2022/23 tax rolls. The median sale price of Pico Rivera detached single-family homes from January through October 2022 was \$690,000, an increase of \$80,000 (13.1%) from the median sale price in the same period for 2021.
- <u>Utility Users Tax (UUT)</u> came in over the budget estimates due to increased usage and pricing of electric and natural gas billed charges. When comparing prices of Electricity per Kilowatt Hour (EKH) and Utility (piped) gas per therm (UGT), the Bureau of Labor Statistics shows Los Angeles households are paying an average of 8% per EKH higher in 2023 than per EKH paid in 2022. The average cost of UGT in 2023 was 21% higher than in 2022.

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- Business License came in \$1.8 million over the amended budget estimates, primarily due to Measure AB. In November 2022, the City voters overwhelmingly approved Measure AB to modernize the City's outdated Business License fee structure and to provide equity for small businesses. In FY 2023-24, the City anticipates a further increase in Business License revenues as businesses renew their licenses according to the new fee structure throughout the year.
- <u>Parks and Recreation</u> came in over budgeted estimates primarily due to the expansion of recreation programs and contract class offerings in FY 2022-23. The reopening of in-person programs and services has increased participation and revenue. Field and Facility Rentals, Special Events, Contract Programs, and Camps are the most notable increases.
- <u>License and Permits</u> came in over the budgeted estimates primarily due to an increase in Building permits, Plumbing permits, Heating and Air Conditioning permits, Plan Check fees, Zoning and Planning fees, and Storm Drain (Los Angeles County Hazardous Waste Materials) revenue categories that continue to show favorable growth. It is important to note that certain fee hikes are associated with the rise in building and project valuations.
- <u>Franchise Tax</u> came in over the budgeted estimates due to an increase in the price and consumption of electricity and gas within the City compared to the prior fiscal year.
- <u>Transient Occupancy Tax (TOT)</u>, the hotel visitor tax, came in over the budgeted estimates and has been consistently on the rise, driven by an uptick in travel activity and a growing number of hotel/motel reservations, now reaching levels comparable to those before the pandemic.
- All Other Revenues came in under the budgeted estimates, which include Fines and Forfeitures, Use of Money, Cost Reimbursement, and Intergovernmental Revenue. The most notable increases are primarily attributed to Sales of Property, Interest Income, and Cost Reimbursements. The one-time revenue for Sales of Property is for the sale of a vacated property site of \$0.9 million. Interest Income has risen compared to the previous year, which can be attributed to the favorable market yields and interest returns. The increase in Cost Reimbursements is attributed to the reimbursement receipts received from Federal and State Grants.

Table 2 on the following page shows revenues by category.

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Table 2. General Fund Revenues by Category

Revenue Source	FY 22-23 ADOPTED BUDGET	FY 22-23 AMENDED BUDGET	FY 22-23 ACTUALS	\$ AMENDED BUDGET vs. ACTUALS	% OVER (UNDER) AMENDED BUDGET
Sales Tax \$	24,482,589	\$ 24,495,689	\$ 25,116,980	\$ 621,291	2%
Property Tax	13,044,410	13,044,410	13,569,293	524,883	4%
Utility Users Tax	3,159,400	3,159,400	4,001,578	842,178	21%
Franchise Tax	970,000	970,000	1,077,004	107,004	10%
Transient Occupancy Tax (TOT)	565,020	565,020	597,129	32,109	5%
Business License Tax	1,459,062	1,459,062	3,270,015	1,810,953	55%
Parks & Recreation Fees	445,211	445,211	595,679	150,468	25%
Licenses & Permits	2,166,564	2,346,564	2,575,557	228,993	9%
All Other Revenues*	3,715,872	4,828,577	6,071,696	1,243,119	20%
OPERATING REVENUE	50,008,128	51,313,933	56,874,931	5,560,998	10%
Transfers In - Others**	1,825,300	2,114,797	1,847,348	(267,449)	(14%)
TOTAL - GENERAL FUND REVENUE \$	51,833,428	\$ 53,428,730	\$ 58,722,279	\$ 5,293,549	9%

Table 3 below shows other Combined General Fund Revenues under the General Liability Insurance Fund, the Water Enterprise Fund, and the Pension Section 115 Trust Fund.

Table 3. Total Combined General Fund Revenues

General Fund (Fund 100)	\$ 58,722,297
General Liability Insurance Fund (Fund 105)	397,989
Water Enterprise (Fund 551)	36,279
Section 115 Pension Trust Fund (Fund 875)	 115,059
Total General Fund Revenues FY 2022-23:	\$ 59,271,624

Expenditure

At the end of June, the General Fund expenditure totaled \$49.47 million, including operating expenditures of \$46.02 million, which were \$8.33 million, or 15% lower than what was initially estimated in the Amended Budget. At the end of the fiscal year, most departments had expenditures that were below their budget estimates. Table 4 shows the General Fund Expenditures by major category. The major variances are elaborated upon in Table 5.

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Table 4. General Fund Operating Expenditure Summary

GENERAL FUND OPERATING EXPENDITURE SUMMARY	FY 22-23 ADOPTED BUDGET	FY 22-23 AMENDED BUDGET	FY 22-23 ACTUALS	\$ AMENDED BUDGET vs. ACTUALS	% OVER/ (UNDER) AMENDED BUDGET
TOTAL Salaries & Benefits	20,577,367	20,481,328	18,717,533	\$ (1,763,795)	(9%)
TOTAL Maintenance & Operations	29,043,366	33,872,669	27,306,945	(6,565,724)	(19%)
TOTAL GENERAL FUND OPERATING EXPENDITURE SUMMARY	\$ 49,620,733	54,353,997	46,024,477	\$ (8,329,520)	(15%)

- <u>Salaries and Benefits</u> expenditures came in lower than budgeted by \$1.76 million, primarily due to an average of eleven vacancies in full-time positions throughout the year.
- Maintenance and Operations came in lower than budgeted by \$6.57 million, of which \$2.32 million were identified as projects or services continuing into the next fiscal year. As such, they have been properly included in the Year-End Open Purchase Order report that spans all departments. Other variances were mainly due to ongoing appropriations for programs and multi-year projects that were in progress as of June 30, 2023. These Council driven projects require funding over multiple fiscal years. Examples include the CED Strategic Plans and Studies, upgrades to the City Hall Council Chamber and Media Division System, the Automated License Plate Reader (ALPR) program by Flock Safety, community outreach enhancements, etc.

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Table 5. General Fund Expenditures by Department

DEDARTMENT / EXPENDITURE OATEOORY	AD	Y 22-23 OPTED		FY 22-23 AMENDED		FY 22-23		\$ AMENDED BUDGET vs.	% OVER/ (UNDER) AMENDED
DEPARTMENT / EXPENDITURE CATEGORY	В	JDGET		BUDGET		ACTUALS		ACTUALS	BUDGET
ADMINISTRATION									
Salaries & Benefits	\$	1,597,743	\$	1,622,835	\$	1,788,102	\$	165,267	10%
Maintenance & Operations		621,675		1,608,318		780,873		(827,445)	(51%)
TOTAL ADMINISTRATION		2,219,418		3,231,153		2,568,974		(662,179)	(20%
PUBLIC SAFETY ***									
Law Enforcement - Los Angeles County Sheriff	1	2,854,647		13,398,518		12,651,645		(746,873)	(6%)
TOTAL PUBLIC SAFETY	1	2,854,647		13,398,518		12,651,645		(746,873)	(6%)
COMMUNITY & ECONOMIC DEVELOPMENT ****									
Salaries & Benefits		3,870,328		3,848,041		3,448,790		(399,251)	(10%)
Maintenance & Operations		3,642,837		4,424,456		1,474,937		(2,949,519)	(67%)
TOTAL COMMUNITY & ECONOMIC DEVELOPMENT		7,513,165		8,272,497		4,923,727		(3,348,770)	(40%)
ADMINISTRATIVE SERVICES									
Salaries & Benefits		2,126,529		1,957,478		1,690,146		(267,332)	(14%
Maintenance & Operations		805,997		1,331,282		1,015,434		(315,848)	(24%
TOTAL ADMINISTRATIVE SERVICES		2,932,526		3,288,760		2,705,581		(583,179)	(18%)
Non-Departmental									
Salaries & Benefits		1,914,700		1,914,700		1,832,545		(82,155)	(4%)
Maintenance & Operations		4,892,690		4,851,239		4,415,203		(436,036)	(9%)
TOTAL NON-DEPARTMENTAL	_	6,807,390		6,765,939		6,247,749		(518,190)	(8%)
HUMAN RESOURCES									
Salaries & Benefits		670,160		634,795		657,857		23,062	4%
Maintenance & Operations		386,632		435,632		336,579		(99,053)	(23%)
TOTAL HUMAN RESOURCES		1,056,792		1,070,427		994,436		(75,991)	(7%)
PARKS & RECREATION									
Salaries & Benefits		5,131,020		5,127,327		4,494,252		(633,075)	(12%
Maintenance & Operations		1,158,541		1,830,496		1,386,432		(444,064)	(24%
TOTAL PARKS & RECREATION		6,289,561		6,957,823		5,880,684		(1,077,139)	(15%)
PUBLIC WORKS									
Salaries & Benefits		5,266,887		5,376,152		4,805,841		(570,311)	(11%
Maintenance & Operations		4,680,347		5,992,728		5,245,841		(746,887)	(12%
TOTAL PUBIC WORKS		9,947,234		11,368,880		10,051,682		(1,317,198)	(12%)
TOTAL GENERAL FUND OPERATING EXPENDITURES	4	9,620,733		54,353,997		46,024,477		(8,329,520)	(15%
Transfers Out - Operating		1,065,000		1,065,000		1,065,000		-	0%
Transfers Out - Non-Operating		1,147,695		2,378,609		2,378,609			0%
TOTAL GENERAL FUND EXPENDITURES &									
TRANSFERS OUT	\$ 5	1,833,428	¢	57,797,606	¢	49,468,086	¢	(8,329,520)	(14%)

Table 6 below shows Other General Fund expenditures under the Liability Claims, Workers' Compensation Claims Funds, and our Section 115 Pension Trust Fund.

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Table 6. Total General Fund Expenditures

General Fund (Fund 100)	\$ 49,468,086
General Liability Insurance Fund (Fund 105)	598,156
Workers Compensation Claims Fund (Fund 106)	150,547
Section 115 Pension Trust Fund (Fund 875)	 7,026
Total General Fund Revenues FY 2022-23:	\$ 50,223,815

Discussion of departments with significant variances from the amended budget are as follows:

- Administration year-end expenditures came in 20% lower than the amended budget, primarily due to ongoing contracts for projects, such as the multi-year document scanning project and the Historical Whittier Blvd Multi-Modal Revitalization Plan and the Whittier Narrows Dam projects that will continue into FY 2023-24.
- <u>Public Safety</u> year-end expenditures came in 6% below budget primarily due to the carry-over encumbrance from the prior year for the ongoing Automated License Plate Reader (ALPR) program by Flock Safety, which was approved in FY 2021-22 and continued into FY 2022-23. The ALPR program is a system of cameras and supporting software that captures license plate information and instantly compares plate numbers to a database that aids law enforcement in criminal investigations and crime reductions.
- Administrative Services year-end expenditures came in 18% lower than the amended budget due to vacancy salary savings and lower IT software and license expenditures. The ongoing Professional Services expenditures for some Software Licensing, Business License Tax, and Tobacco Retail License in the Administrative Services and IT Budget came in lower as the projects and programs will continue into FY 2023-24.
- Community and Economic Development (CED) actual expenditures came in 40% below budget due to salary savings from an average of three (3) vacant positions throughout the fiscal year and ongoing contracts and projects that will continue into FY 2023-24. The contracts and projects include Professional and Contracted Services such as Building and Planning Inspector services, implementation of the Online Permit Program, the Permanent Local Housing Allocation Program (PLHAP), and other Community and Economic Development Strategic Plans and Studies that are expected to be ongoing in FY 2023-24.

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- Parks and Recreation came in 15% under budget, mainly due to salary savings from vacant Full-time positions and Part-time positions salary savings primarily in Recreation Facilities and Programs, Senior Services, Camps, and Youth Sports. Maintenance and Operation expenditures came in below budget primarily due to Contracted Services for the Aquatics division holding a reduced number of contracted programming events, the Marketing and Promotions division not printing the Recreation Guide along with difficulties purchasing materials that were backordered, and the Senior Services division for the Senior Center Americans with Disabilities Act (ADA) and Safety project that is expected to be ongoing in FY 2023-24.
- Public Works came in 12% under budget due to a combination of salary savings in unfilled full-time and hourly positions. Maintenance and Operation expenditures came in under budget, primarily due to ongoing professional and contracted services for median island maintenance, landscaping services, traffic signal maintenance, stormwater lift station maintenance, and other projects that are expected to continue in FY 2023-24. Notably, contracted services for traffic signal maintenance encountered a reduced number of service calls and repairs. particularly for streetlight knockdowns and replacements. Additionally, challenges arose in obtaining materials for contracted services related to fire suppression retrofitting at City facilities, leading to project delays. Consequently, staff conducted more in-house maintenance and repairs to facilities that are expected to continue in FY 2023-24. Ongoing projects and agreements for median island maintenance and landscaping services were in progress, set to continue in FY 2023-24.
- Operating Transfers Out came in at budgeted estimates for the annual transfer of \$1.065 million in Sales Tax Pledges from the General Fund to the Successor Agency (Fund 851).
- Non-Operating Transfers Out came in at budgeted estimates and included a combination of \$1.147 million, \$562 thousand, and \$332 thousand from the FY 2022-23 Amended Budget for funding for Community and Economic Development Strategic Projects, General Fund Capital Improvement Projects, and FY 2022-23 Mid-Year budget adjustments for the Liability Claims, Workers Compensation, and Financial System Funds.

Fund Balance – General Fund

The FY 2022-23 General Fund operating revenue actuals are \$5.29 million higher than the amended budget due to stronger than anticipated Sales Tax, Property Tax, Utility User's Tax, and Business License revenues. The General Fund operating expenditure actuals are below the amended budget by \$8.47 million, resulting from staff vacancies throughout the year and the continuance of some programs and projects into FY 2023-24.

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The FY 2022-23 General Fund Year-End projections provided in the FY 2022-23 Third Quarter Budget Review showed revenues tracking better than expected at \$4.25 million above expenditures. The General Fund Year-End Revenues were trending higher than anticipated, primarily due to improved Sales Tax, Property Tax, Utility Users Tax, and Interest Income revenues received to date since March 31, 2023, ending June 30, 2023, FY 2022-23 General Fund revenues came in better than expected at \$6.75 million above expenditures due to revenues exceeding Third Quarter projections and departments actively continuing to reduce expenditures and impacts on the General Fund.

Table 7 reflects the General Fund Balance per GASB 54 classifications as of June 30, 2023.

Table 7 - Fiscal Year End 2022-23 General Fund Balance

al General Fund Balance, June 30, 2023:			\$	82,269,97
Unassigned				4,139,70
Total Assigned Fund Balance				20,990,01
Negative Fund Balances - Other Governmental Funds		202,840		
General Plan Maintenance Fee		58,991		
Property Acquisition		1,000,000		
Other Designations		, ,		
Appropriation Approved by the City Council Previously		8,895,628	*	
Open Purchase Orders Carried Over		2,328,070		
Economic Sustainability		1,000,000		
Energy Efficiency		1,000,000		
Deferred Maintenance		1,000,000		
Capital Improvements		2,000,000		
Bond Refinancing/Reserve		1,000,000		
Self-insured Retention		500,020		
Equipment Replacement		556,020		
Leave Liability	Ψ	592,400		
Assigned (Fund Balance Policy Designations) OPEB Unfunded Liability	\$	856,070		
Restricted (Pension Contribution and Others)				1,335,72
Committed (Fund Balance Requirement - 50% of GF Revenues)				28,903,77
Nonspendable (Advances Receivable and Others)			\$	26,900,75
neral Fund Balance, June 30, 2023:			•	00 000 75

^{*} See Table 8 for more details

Non-spendable Fund Balance

The City has nearly \$27 million in long-term receivables/advances in the non-spendable form at the end of FY 2022-23.

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Reserved/Committed Fund Balance

The City Council adopted a risk-based General Fund Policy, which increased the General Fund's Reserve from 25% to 50%. To meet the City's Reserve Policy target of 50% of the General Fund revenues, \$28,903,778 was designated as the Reserved/Committed General Fund Balance as of June 30, 2023.

Restricted Fund Balance

At the end of FY 2022-23, the majority of the balance was due to the PARS Section 115 account's balance of \$1,288,720, which was restricted for the Pension contribution.

Assigned/Designated Fund Balance

Assigned funds describe the portion of the General Fund reserves that reflect the use of resources by the City Council intended to provide a means and source of funding for various near-term and long-term needs. For example, funds can be assigned to address long-term liabilities such as Other Post Employment Benefit (OPEB) unfunded liabilities and leave accrual liabilities. Funds can also be assigned to address replacement needs as well as to set aside fundina unfunded/unprogrammed future capital and/or infrastructure projects.

Specifically, this reserve policy establishes assignments for the following short-term and long-term needs at the various levels specified:

- OPEB (Other Post Employment Benefit) Unfunded Liability
- Leave Liability
- Equipment Replacement
- Self-insured Retention
- Bond Refinancing/Reserve
- Capital Improvement (Unfunded/Unprogrammed)
- Deferred Maintenance / Infrastructure Maintenance
- Energy Efficiency Projects
- Economic Sustainability

Other than the designations listed above, the assigned balance also included open purchase orders of \$2,328,070, appropriations of \$8,895,628 previously approved by the City Council, and a few items outlined below. These planned appropriations were not expensed by June 30, 2023, and carried over into FY 2023-24. A list of the Open Purchase Orders is attached (Enclosure 3), and a list of the appropriations approved by the City Council previously is included in Table 8 below.

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Table 8 – Appropriations Approved by the City Council Previously

Appropriations App	proved by the City Council Previously	
City Council Date Description		Balance as of 6/30/2023
1/11/2022	Automatic Plate Rater (Flock) System - \$90K per FY for 5 FY Starting 7/1/2023	\$ 340,000
4/12/2022	Economic Development Initiatives	1,535,000
4/12/2022	Teen Center Design	200,000
4/12/2022	ADA Implementation Coordinator	100,000
4/12/2022	City Hall Council Chambers & Media Division System Upgrades (CIP. 50074)	340,000
4/12/2022	Whittier Boulevard Specific Plan (Project # 4687)	19,995
4/12/2022	Low-Income Youth Sports Subsidy Program (Pico Rivera Playpass)	4,300
5/9/2023	Smith Park Aquatic Center	6,000,000
10/10/2023	Smith Park Aquatic Center	(161,789)
6/13/2023	Summer Street Fest - for two additional days	184,143
6/13/2023	Fiestas Patrias	136,238
6/13/2023	Movies in the Park - for two additional movies	13,775
9/26/2023	Senior Center Restrooms Ada Improvement Project (CIP No. 50036)	22,177
10/10/2023	Teen Center Renovation Construction Project	161,789
7	Total Appropriations Approved by the City Council Previously	\$ 8,895,628

Assigned Fund Balance - Other Designations

- Property Acquisition The City intends to designate \$1 million for future strategic real estate acquisitions, which includes the net proceeds of \$415,910 generated from real estate property transactions in FY 2022-23.
- General Plan Maintenance Fees The City collects the fees from building, electrical, plumbing, and mechanical permit applicants. The City utilizes the fees to review and update the City's Comprehensive General Plan, including statemandated revisions and matters initiated by the Planning Commission and City Council. The accumulative unspent balance of \$58,991 will be transferred to the CED Strategic Goals Fund when General Plan expenses are incurred.
- Negative Fund Balance In reviewing the City's other governmental funds, staff identified the need to transfer \$202,840 of the General Fund Unassigned Balance to the Liability Claims Fund, Sewer Maintenance Fund, Federal Aid STPL5351 Fund, Highway Bridge Program Fund, and Miscellaneous Federal Grant Fund to reduce these funds' negative balances.
- Liability Claims Fund (Fund 105) In FY 2022-23, the City exceeded its budget for insurance claim payments by \$43,677, resulting in a fund deficit of the same amount in the Liability Claims Fund as of June 30, 2023. To rectify this negative balance appropriately, staff recommends transferring \$43,667 from the General Fund to the Liability Claims Fund. This transfer will not affect the net Unassigned

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General Fund Balance, as both the General Fund and Liability Claims Fund are consolidated within a single fund in the ACFR.

- Sewer Maintenance Fund (Fund 225) On August 25, 2015, the City Council approved granting jurisdiction to the County of Los Angeles (County) to include the City into a County sewer maintenance district. Since then, the County has collected the annual sewer fee revenues to maintain and improve the City's sewer system while the City has received minimal revenues. The City incurred expenditures associated with the Master Plan for Water, Sewer, and Storm Drain in the Sewer Maintenance, resulting in a fund deficit of \$20,380 as of June 30, 2023. Staff recommends transferring \$20,380 from the General Fund to the Sewer Maintenance fund to eliminate the negative fund balance.
- Federal Grant Funds Some Federal Grant funds have negative balances as of June 30, 2023:
 - Federal Aid STPL5351 (Fund 638) The City incurred expenditures of \$763,343 for the Whittier Blvd-Paramount Blvd to West City Limit Rehabilitation project (Capital Improvement Project (CIP) 21246) in Fund 638. The City submitted its final grant reimbursement request to Caltrans in December 2017 and received total reimbursements of \$763,000, resulting in a fund deficit of \$343.
 - Highway Bridge Program (Fund 661) In March 2022, staff inadvertently posted the federal grant reimbursement received for the Washington Blvd Bridge Over the Rio Hondo River (CIP 21285) project to the General Fund instead of the appropriate Highway Bridge Program Fund, resulting in a deficit of \$1,836 in the Highway Bridge Program Fund.
 - Miscellaneous Federal Grant (Fund 698) The City incurred expenditures of \$969,796 for the Paramount Blvd Raised Medians project (CIP 21272) in Fund 698. This included \$44,326 in non-participating costs that were ineligible for grant reimbursement. Furthermore, the project's federal grant reimbursement rate was 90% for eligible expenditures, resulting in an additional \$92,288 in non-reimbursable costs. Therefore, a transfer of \$136,614 is required to address the shortfall in Fund 698 for this CIP.

In summary, at the end of FY 2022-23, the total Assigned General Fund Balance was \$20,990,019, resulting in an Unassigned General Fund Balance (Undesignated Reserve) of \$4,139,702.

Since the conclusion of the FY 2022-23 audit in December 2023, the City Council has approved an additional appropriation, which resulted in a further modification to the General Fund unassigned fund balance (Table 9):

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<u>Table 9 – Adjusted General Fund Unassigned Fund Balance</u>

Adjusted General Fund Unassigned Fund Balance				
Date Description		Amount		
6/30/2023	General Fund Unassigned Fund Balance	\$	4,139,702	
12/12/2023	City Council Compensation Adjustments Pursuant to SB 329		50,000	
	Adjusted General Fund Unassigned Fund Balance	\$	4,089,702	

Following is a set of recommendations to address emerging issues that staff is requesting to fund with the \$4,089,702 in Unassigned (Undesignated) Fund Balance:

• Vehicle and Equipment Replacement for Public Works - \$1,089,702

The City is responsible for the preventative maintenance, repair, acquisition, and replacement of City vehicles and equipment to provide vital services to the community and accomplish operational goals and purposes safely and effectively. The City strives to maintain the fleet at a sufficient level to minimize future repair and maintenance costs. The timely replacement of vehicles and related equipment avoids frequent unplanned operation interruptions. The Public Works Department has identified the immediate need to replace nine (9) vehicles and equipment. Staff recommends allocating \$1,089,702 to replace the needed vehicles and equipment to prevent substantial delays and increase efficiencies in daily operations.

• Smith Park Stadium Turf Replacement - \$1,300,000

Smith Park is considered a community-wide park providing competitive football, softball, baseball, and soccer fields along with other park uses. In 2013, the City replaced the natural turf at Smith Park Stadium with artificial materials. The reason for the replacement was ongoing problems including failure of the natural turf leading to large and deep bare patches. The warranty for the current artificial material is eight (8) years. With 11 years of use, the material has exceeded its expected lifespan and is in need of replacement. For many years, the field served as the community's only all-weather field allowing play in all conditions.

• <u>Revenue Replacement Designation – Measure AB Revenue/Taxpayer Protection</u> and Accountability Act - \$1,700,000

As mentioned previously, the Measure AB Ballot Initiative was implemented subsequent to the 2022 elections. The intent was to restructure the Business License fee schedule and update the fee rates across the various segments of the business sector in the community. As of the date of this writing, and as will be communicated to the City Council in the FY 2023-24 Midyear Review Agenda Report, the revenues collected through December 31, 2023, are coming in lower than expected. Based on our review and inquiry of our Business License Tax consultants, HdL, it appears that this revenue source will come in about \$2.1 below expected projections. Due to this expected shortfall, staff recommends designating these monies towards the FY 2023-24 General Fund budget. This would ensure the

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT, FISCAL YEAR ENDING JUNE 30, 2023, AND FISCAL YEAR 2022-23 GENERAL FUND YEAR-END RESULTS Page 16 of 18

continuance of planned services, ongoing projects, and most importantly, it would ensure that planned infrastructure projects remain in motion.

Additionally, the Taxpayer Protection and Government Accountability Act would amend the California Constitution with provisions that limit voters' authority and input, adopt new and stricter rules for raising taxes and fees, and may make it more difficult to impose fines and penalties for violation of state and local laws. The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts. The measure would significantly negatively impact the City's operations and core service delivery.

The initiative includes provisions that would retroactively void all state and local taxes or fees adopted after January 1, 2022, if they did not align with the provisions of this initiative. For the City, this would mean the possible loss of the additional revenues from the voter-approved Measure AB Business License Tax passed by the voters in November 2022. At that time, we will know the results of this act.

Should the City Council approve the designation of the recommendations, the Adjusted Unassigned/Undesignated Fund Balance is as follows:

Adjusted Gener	ral Fund Unassigned Fund Balance		
Date	Description	Amount	
6/30/2023	General Fund Unassigned Fund Balance	\$	4,089,702
	Smith Park Turf Replacement		1,300,000
	Equipment Replacement - Vehicle Purchases		1,089,702
	Revenue Replacement Designation (TPA/Measure AB)		1,700,000
	Adjusted General Fund Unassigned Fund Balance	\$	-

Enterprise Funds (Proprietary Funds) Year-End Results

Proprietary funds use the accrual basis of accounting, which is the same method used by private businesses. Proprietary funds can be classified as either "enterprise funds" or "internal service funds". The City has four (4) enterprise funds: the Water Enterprise Fund (550), the Golf Course Fund (570), the Sports Arena Fund (590), and the Pico Rivera Innovative Municipal Energy (PRIME) Fund (560). Table 10 reflects the Enterprise Fund balances as discussed below.

<u>Table 10 – Enterprise Funds Year-End Results</u>

	Water			
Net Assets / Fund	Operations	P.R.I.M.E	Golf Course	Sports Arena
Revenue	\$ 10,989,386	\$ 24,006,009	\$ 755,542	\$ 318,378
Expenses	\$ 7,000,116	\$ 18,935,357	\$ 1,420,585	\$ (2,795)
Changes in Net Assets	\$ 6,376,831	\$ 5,454,197	\$ (665,043)	\$ 333,502
Beginning Fund Balance	\$ 33,378,487	\$ 4,930,134	\$ (2,939,359)	\$ 368,010
Ending Fund Balance	\$ 39,755,318	\$ 10,384,331	\$ (3,604,402)	\$ 701,512

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT, FISCAL YEAR ENDING JUNE 30, 2023, AND FISCAL YEAR 2022-23 GENERAL FUND YEAR-END RESULTS Page 17 of 18

There are four (4) major funds in the enterprise fund group, the Water Operations Enterprise fund, the PRIME fund, the Golf Course fund, and the Sports Arena fund which are discussed below.

Water Operations Enterprise Fund

The Water Operations Enterprise Fund accounts for the operation and maintenance of the City's water treatment, water transmission, and distribution system. During the year, \$10.98 million was received from charges for services, and the operating expenses were \$7.00 million. The non-operating revenues and expenses included \$274 thousand in investment income and \$2.52 million in grants from the Water Replenishment District for the Per-and Polyfluorinated Substances (PFAS) Treatment. The Water Fund's net position increased by \$6.38 million from the prior year to \$39.76 million. Revenues exceeded expenses, mainly due to continuing appropriations for programs and projects that were in progress and expected to be completed in FY 2023-24.

Pico Rivera Innovative Municipal Energy (PRIME) Fund

The City established a Community Choice Aggregation (CCA) operation. PRIME is operated as a modified Joint Powers Authority (JPA), with the City of Lancaster as the lead agency of the JPA. CCAs operate such that power purchase and rate-setting authority is exercised locally. Southern California Edison (SCE) still provides transmission of all electricity as well as billing. However, PRIME utilizes third-party consultants to purchase power and answer billing inquiries from Pico Rivera residents. The benefit of "greener" energy is that the overhead is lower, and those cost savings have been passed on to residential and commercial customers. The changes in market conditions for the cost of power and related power products have made it difficult to project the ever-changing fluctuations in the energy market.

During the year, operating revenues received were \$24 million, and operating expenses were \$18.94 million. In FY 2022-23, the price and usage of energy have seen unanticipated increases, driven by the heat waves during the summer months and low water levels affecting the hydroelectric power supply. In response to the unpredictable weather changes, the PRIME Fund implemented a rate increase approved by the City Council in February 2023. In FY 2022-23, many CCAs across the state adopted rate hikes to stay competitive in pricing, particularly in light of escalating rates from Investor-Owned Utilities such as SCE. While the unpredictability of weather and future energy prices is a continuing theme, FY 2022-23 net assets increased by about \$5.45 million, mostly due to the City's continued attention to proactively setting rates and proactively procuring clean energy contracts.

Golf Course Fund

During FY 2022-23, the Pico Rivera Golf Course faced reduced demand for golf activities as patrons had access to various other recreational options following the lifting of pandemic restrictions. Moreover, the closure of the driving range by the U.S. Army Corps of Engineers (USACE) further contributed to decreased revenue. On the flip

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT, FISCAL YEAR ENDING JUNE 30, 2023, AND FISCAL YEAR 2022-23 GENERAL FUND YEAR-END RESULTS Page 18 of 18

side, the Golf Course saw an uptick in expenses, primarily driven by the costs associated with Contracted Services for management, maintenance of the buildings and grounds, and the utilities required for the restaurant, banquet facility rentals, and grounds maintenance. As a result of these factors, there was a net operating loss of \$665 thousand.

Sports Arena Fund

The Pico Rivera Sports Arena experienced a resurgence in its activities, returning to pre-pandemic levels for rentals and events. This increased operational capacity led to revenues surpassing expenditures, with a higher number of events taking place in the outdoor venue. Consequently, the Sports Arena achieved a net income of \$334,000.

Conclusion:

This year-end report presents an overview of the City's General Fund operating revenues and expenditures for FY 2022-23. Staff recommends that the City Council receive and file the report. Staff also recommends the City Council approve budget transfers of \$202,840 out of the General Fund Unassigned Balance to reduce the negative balances for the Liability Claims Fund, the Sewer Maintenance Fund, the Federal Aid STPL45351 Fund, the Highway Bridget Program Fund, and the Miscellaneous Federal Grant Fund. Lastly, staff's recommendation is to allocate the remaining Fund Unassigned Balance of \$4,089,702 General Vehicle/Equipment Replacement, Smith Park Turf Replacement, and the Measure AB Revenue Replacement.

Staff will continue to monitor each revenue source and expenditure activity closely and will evaluate opportunities to enhance revenues and reduce expenditures.

Steve Carmona

SC:AG:JG:MS:DS:ep

Enclosures: 1) Annual Comprehensive Financial Report (ACFR), Year Ending June 30, 2023

- 2) City of Pico Rivera End of the Year Accomplishments Report, FY 2022-23
- 3) General Fund Purchase Orders Rolled over to FY 2023-24

City of

PICO RIVERA California

ACFR

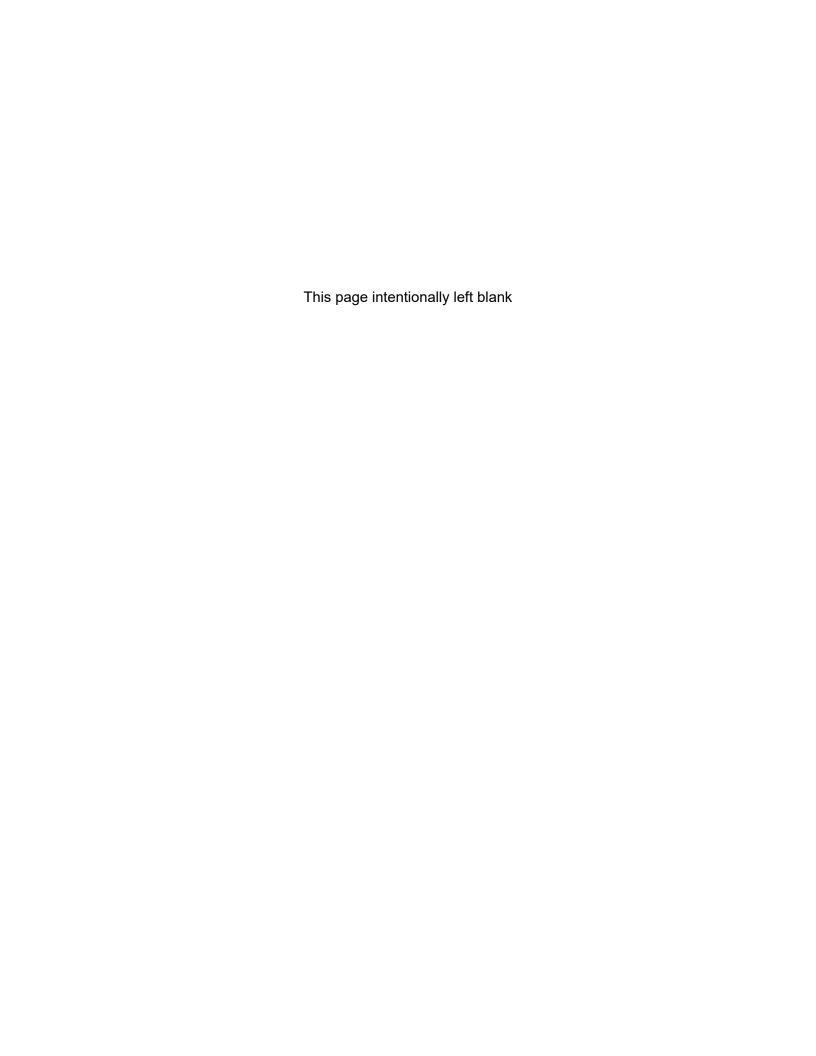
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ANNUAL COMPREHENSIVE FINANCIAL REPORT

2023



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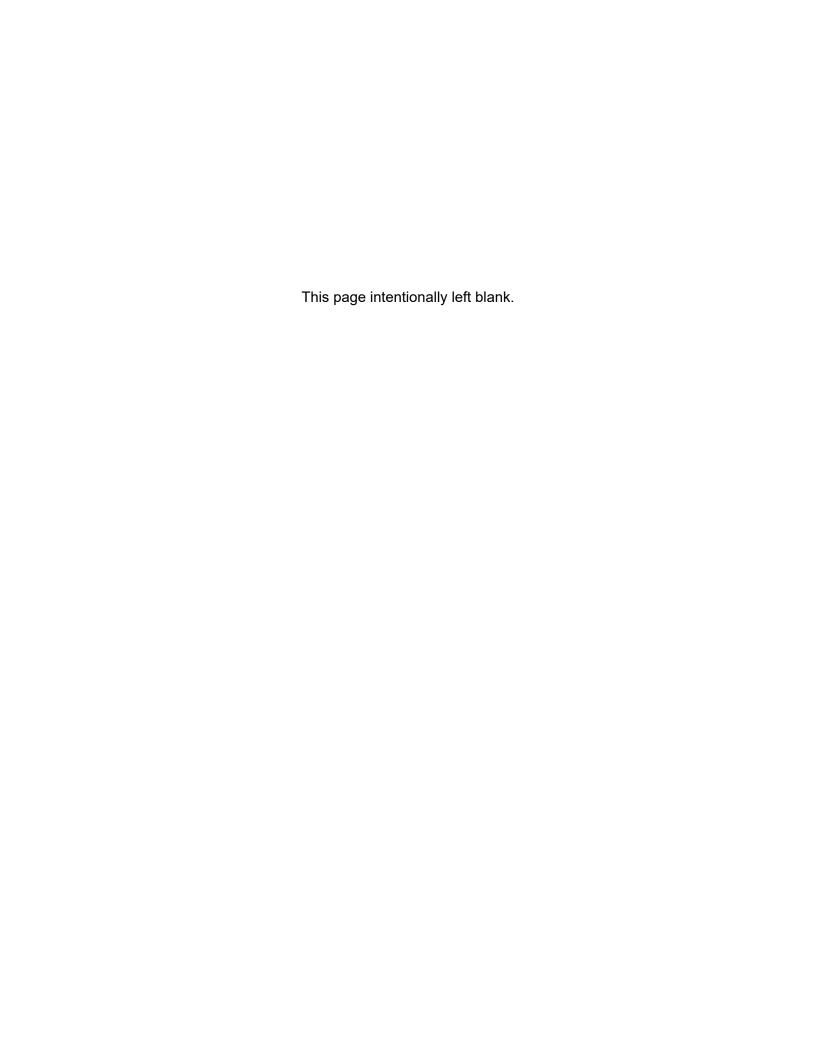
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Jane Guo Director

City of Pico Rivera **ADMINISTRATIVE SERVICES**

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Mayor
Andrew C. Lara
Mayor Pro Tem
Gustavo V. Camacho
Councilmember
John R. Garcia
Councilmember
Dr. Monica Sanchez
Councilmember

December 1, 2023

Honorable Mayor and City Council City of Pico Rivera, California

SUBJECT: ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF PICO RIVERA FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Honorable Mayor and City Councilmembers:

I am pleased to present the Annual Comprehensive Financial Report of the City of Pico Rivera for the fiscal year ended June 30, 2023, as mandated by both local ordinances and state statutes. These ordinances and statutes require that the City of Pico Rivera (City) issue annually a report on its financial position and activity, and that an independent firm of certified public accountants audit this report. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner that presents fairly the financial position and results of operations of the various funds and component units of the City. In addition, to the best of our knowledge, there are no untrue statements of material fact within the financial statements or omissions of material fact to cause the financial statements to be misleading. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The Annual Comprehensive Financial Report (ACFR) is prepared using the guidelines set forth by the Government Accounting Standards Board (GASB) and audited by CliftonLarsonAllen LLP (CLA), Certified Public Accountants & Consultants. For the year ended June 30, 2023, these financial statements received an unmodified opinion by CLA. Their opinion is located at the beginning of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditors' report and provides a narrative overview and analysis of the basic financial statements. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it.

SUBJECT: ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF PICO RIVERA FOR THE FISCAL YEAR ENDED JUNE 30, 2023 Page 2 of 13

City of Pico Rivera Profile

The City of Pico Rivera is a thriving community that offers opportunities to all who live, work, and visit. Situated on the eastern edge of the Los Angeles basin and the southern edge of the area known as the San Gabriel Valley, Pico Rivera is approximately 13 miles southeast of downtown Los Angeles, with a population of 60,000. Formed through the merging of two historic communities, Pico and Rivera, the City was officially incorporated in January 1958 as the 61st general law city in Los Angeles County. Originally an agricultural area, the community evolved into a residential and industrial area following the end of World War II. Within the City's nine square miles, more than 120 acres are devoted to recreational uses, including just under 100 acres of local parks.

The City of Pico Rivera is a general law city and operates under the Council-Manager form of government whereby the City Council provides policy direction to a City Manager appointed by the Council. As the City's chief administrator, the City Manager is responsible for overseeing City employees who implement all City's programs, services, and projects. Five (5) City Council members are elected, at large, for staggered four-year terms. The Council members select two (2) of the members to serve as Mayor and Mayor Pro Tem.

The City provides a full range of municipal services, including public works, water, construction and maintenance of roads and highways, planning and zoning, recreation and cultural activities, and general administrative support such as overall agency management, procurement of goods and services, payroll, recruitment, risk management budget preparation and monitoring, and accounting. The City contracts some municipal services with other public agencies, these include the Los Angeles County Sheriff's Department for law enforcement service, the Los Angeles County Fire Department for fire protection and paramedic emergency services, and the Los Angeles County Library System to operate its two (2) community libraries.

The Annual Comprehensive Financial Report presents the financial status of the City and its component units. Although each component unit is a separate legal entity from the City, their respective financial operations are closely related. This combined presentation better represents the financial activities of the City of Pico Rivera as a whole.

The following component units are reported on a blended basis as part of the primary government because their boards are comprised of all City Council members, or they are, in substance, part of the City's operations:

- Pico Rivera Water Authority
- Pico Rivera Housing Assistance Agency
- Pico Rivera Public Financing Authority

SUBJECT: ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF PICO RIVERA FOR THE FISCAL YEAR ENDED JUNE 30, 2023 Page 3 of 13

FINANCIAL INFORMATION

Budgetary Controls

The City of Pico Rivera maintains strict budgetary controls, with the objective of ensuring compliance with legal provisions contained in the annual appropriated budgets approved by the City Council and the Water Authority. Activities of the General fund, Special Revenue, Enterprise, and Capital Projects funds are included in the annual appropriated budgets of the government units. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is established at the department/function level within each fund. Formal budgetary integration is employed as a management control device.

Budgetary controls from the Adopted Budget Resolution No. 7289 were formally adopted by the City Council on June 27, 2023, that include controls such as Department Directors authorized to move appropriations from one object to another, within each budgetary program/division and within the same fund, provided that the total approved appropriations for a budget program and within the same fund are not exceeded.

The City also maintains an encumbrance accounting system as one method of maintaining budgetary control. These encumbrances lapse at year-end, and any unexpended balance is eligible to be carried over to the following year's budget appropriations with City Council approval of the Adopted Budget Resolution. As adopted in the resolution, all encumbrances remaining as of June 30, 2023, after thorough review by appropriate Administrative Services Department staff, will either be released or re-appropriated for use in Fiscal Year (FY) 2023-24, as appropriate, in the respective funds, departments, programs, and accounts/objects.

Reserves and Fund Balance Policy

In an effort to further secure the City's long-term financial health, the City Council first adopted comprehensive reserve policies as part of the FY 2016-17 budget adoption process. These policies solidified the City's commitment to setting aside funds for economic uncertainty while expanding the policy to allow for assignments of fund balance for capital projects, equipment replacement, leave accruals, and other expenses.

The policies were further refined and adopted by the City Council as part of the FY 2021-22 budget process. On July 28, 2020, the Pico Rivera City Council adopted revised "risk-based" General Fund and Proprietary Fund Reserve Policies, which increased the General Fund's Emergencies/Economic Stabilization Reserve from 25 percent to 50 percent. The revised policy also set certain triggers to allow staff and the City Council to reassess budgeted service levels during economic downturns to ensure ongoing economic stability. The full set of policies is included as an appendix to the FY 2023-24 Budget.

The City strives to be well-positioned to weather potential economic downturns, natural disasters, or other calamities that might impinge upon operating revenue. The City's reserves, as governed by the adopted reserve policies, have been classified in an effort to address any number of one-time uses. Future budgets will address these reserves, seeking to further strengthen the City's economic health by setting aside additional fund balance for anticipated

SUBJECT: ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF PICO RIVERA FOR THE FISCAL YEAR ENDED JUNE 30, 2023
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uses (i.e., addressing long-term unfunded liabilities).

Internal Control

The Administrative Services Department of the City is responsible for establishing and maintaining an appropriate internal control structure. The internal control system is designed to ensure that the assets of the City are protected from loss, theft, or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with Generally Accepted Accounting Principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management.

Significant Financial Events

There were no changes to financial policies that resulted in a significant impact on the June 30, 2023, financial statements.

Long-term Financial Planning

The City utilizes two (2) long-term planning tools that serve as a guide to best allocate resources to meet the City's needs over time. The first of which is the Five-Year Capital Improvement Program (CIP), which provides efficient and effective delivery of resources for the improvement and maintenance of public infrastructure and facilities. The Five-Year Capital Improvement Plan is updated annually during the budget process.

The second long-term planning tool is the City's Five-Year Financial Forecast (Forecast). The Forecast establishes the foundation for guiding policy and making financial decisions, taking into account any forecasted challenges and opportunities before they arise. This Forecast allows for creating baseline and alternative revenue and spending forecasts, including historical and projected annual periods for the next five (5) years. The Forecast also allows for testing the impact of assumptions and proposed initiatives on projected budget gaps and fund balances.

Significant City Accomplishments and Initiatives

The City of Pico Rivera is exceptionally well positioned to meet current and future challenges facing local government and our community. These accomplishments signify the City's commitment to working together in a collaborative manner for the betterment of the greater community. These accomplishments and many more demonstrate our diligence and commitment to implementing our strategic priorities and ensuring the City's economic prosperity and bettering the lives of our citizens and businesses. The City's performance goals, priorities, and strategies focus on the following areas:

- Fiscal and Organization Sustainability
- Economic Development and Land Use
- Infrastructure

SUBJECT: ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF PICO RIVERA FOR THE FISCAL YEAR ENDED JUNE 30, 2023
Page 5 of 13

- Health, Wellness and Safety
- Community Engagement

Fiscal and Organizational Sustainability Accomplishments

Administration

- Successfully placed Measure AB on the ballot, and in November 2022, voters overwhelmingly approved it with a 75% approval.
- Conducted the City's General Municipal Election that included two (2) approved Measures
- Held the City's annual City Council Goal setting retreat
- Updated the City's Biennial Conflict-of-Interest Code
- Implemented an Online Records Center Public Portal and Public Records Request Automation Process
- Successfully adopted the City's first Legislative Platform
- Successfully led an advocacy trip to Sacramento, CA, for the California Contract Cities Conference, where City Council members and staff met with Assemblymembers Lisa Calderon and Senators Lena Gonzalez and Bob Archuleta
- Successfully led an advocacy trip to Washington DC where City Council members and staff met with US Congressional Representatives Judy Chu (D28), Grace Napolitano (D31), Linda Sanchez (D38), Robert Garcia (D42), Nanette Barragan (D44); US Senator Alex Padilla and the Office of the late Senator Feinstein; the US Departments of Transportation and Economic Development Administration; and President Biden's Infrastructure Team

Administrative Services

- Completed the FY 2021-22 Accomplishments Publication Book
- Published the "Budget-in-Brief" document, which provides the community with a summary of the City's Annual Budget, Priorities, and Accomplishments
- Received GFOA Award for Excellence in Financial Report for the 2022 Annual Comprehensive Financial Report (ACFR)
- Received GFOA Award for Distinguished Budget Presentation for Year 2 of the FY 2021-23 Biennial Budget
- Implemented industry "Best Practices":
 - Updated the Investment Policy
 - Updated Capital Asset Capitalization Policy
- Implemented TravelBank Apps to track and reconcile credit card transactions seamlessly online.
- Presented a balanced Biennial Budget for FY 2023-25
- Upgraded Virtual City Hall 3Di Systems with VCH 311 platform to actively engage citizens with the City to maintain a clean & safe community
- Upgraded new City Phone system from a legacy on-premises system to a modern voice-over IP Cloud system
- Upgraded new Email system (Office 365) from Exchange 2007
- Implemented IT Standardization of documentation and remote tools, including IT Glue

SUBJECT: ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF PICO RIVERA FOR THE FISCAL YEAR ENDED JUNE 30, 2023 Page 6 of 13

for the centralized documentation platform and Pulseway for the remote monitoring and management platform

- Implemented Cyber Security Measures for Ransomware Protection, Cloud Antivirus, Multi-Factor Authentication (MFA), and Penetration Testing
- Enhanced Threat ZERO prevention-based platform for identifying and managing the presence of compromises & sophisticated threat actors
- Upgraded Internet Redundancy of Failover Internet line to prevent ISP-Related service interruptions

Human Resources

- Successfully recruited for all executive positions.
- Completed CEA, SEIU, and SEIU Directors Labor Negotiations
- Rolled out Phase One of Supervisory/Management/Leadership Training
- Successfully received and reviewed 2,298 employment applications
- Provided New Hire Orientations to 19 full-time employees and 33 part-time employees
- Successfully facilitated and certified 17 full-time and 53 part-time interviews from eligibility list
- Implemented new training platform, Vector Solutions
- Successfully renewed all lines of insurance for FY 2023-24
- Recertified Heat Stress, CPR, and Mandated Reporter Trainings

Economic Development and Land Use Accomplishments

- Initiated a partnership with the Rivers & Mountains Conservancy, City of Montebello, and the Los Angeles County Department of Public Works to explore, plan, and implement passive recreation facilities at Rio Hondo Coastal Basin Spreading Grounds
- Executed a Memorandum of Understanding with Landify to plan, design, and develop new parks, open spaces, trails, and recreational facilities at Ruben Salazar High School and other suitable sites throughout the City
- Collaborated with ERUSD to pursue and secure public and private funding opportunities for the renovation of Ruben Salazar High School
- Processed a Specific Plan and Conditional Use Permit for the Mercury Mixed Unit Housing Development for a 6-story 255-unit mixed-use project at 8255 Washington Boulevard
- Processed a Conditional Use Permit application for a 350,000-square-foot warehouse development on a 19-acre site for Insite Warehouse Development
- Entitled the development of a 70,000-square-foot office building for training and development at the Southern California Gas Company Office Building headquarters located at 8101 Rosemead Boulevard
- Entitled a 1,030-square-foot Starbucks location at the former Tamarack Inn at 9257 Slauson Avenue
- Processed a Conditional Use Permit for the development of a 45-unit townhome development located at 4820 Durfee Avenue
- Entitled a 4-story modern architectural-style Public Storage facility on a site that had

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been vacant for 42 years

- Issued grants of up to \$10,000 to 14 additional businesses, successfully concluding the COVID-19 impact relief program for small businesses
- Completed 3 home rehabilitation projects in partnership with Habitat for Humanity for low- and moderate-income households
- Sold an underutilized street portion on Baybar Road and generated \$1 million for City coffers
- Disposed of a 5,000-square-foot former Redevelopment Agency site located at 8631 Beverly Boulevard in the amount of \$180,000
- Disposed of a 1,144 square-foot underutilized former Redevelopment Agency parcel located on the northwest corner of Paramount Boulevard and Beverly Boulevard.
- Acquired a 5,000-square-foot site located at 9201 Whittier Boulevard in a parking deficient area for the development of additional parking spaces
- Acquired a vacant Veterans of Foreign Wars post located at 4865 Durfee Avenue. The 9,000-square-foot lot will allow the City to develop additional parking for local businesses, including the American Legion
- Acquired the former Montebello Bus Lines and Metro terminal at the southwest corner of Passons Boulevard and Jackson Street. The 20,000-square-foot lot will be developed into the future Passons Active Depot park
- Submitted a two-part federal request to US Senator Padilla and the late Senator Feinstein for the FY 24 Water Resources Development Act to address the impacts of the Whittier Narrows Dam Safet Modification Project

Infrastructure Accomplishments

- Submitted the following:
 - A grant proposal to the US Economic Development Administration in the amount of \$597,400 for the Southeast LA Micro EV Tech Hub and Pico Rivera Nucleus
 - A grant proposal to the California Regional Trails Program in the amount of \$1.4 million for the Pio Pico State Historic Park Trail Connection Project
 - A FY24 California State Budget Request with Assemblymember Lisa Calderon in the amount of \$1.125 million for the Historic Whittier Boulevard Paseo Project
 - A grant with the Rivers and Mountains Conservancy through Prop 1 in the amount of \$1.1 million for the Historic Whittier Boulevard Los Paseos Project
 - A Caltrans Clean CA Local Grant in the amount of \$3.5 million for the Historic Whittier Boulevard Los Paseos Project
- Received awards for the following:
 - A Caltrans Sustainable Community Planning Grant in the amount of \$585,334 for the Rosemead/Lakewood Boulevard Complete Corridor Project
 - A FY24 California State Budget Request with Assemblymember Lisa Calderon in the amount of \$1.125 million for the Alebrije Dog Park
 - A \$1,050,000 million dollar grant for The PAD project from Congresswoman Linda Sánchez
 - A New Mini-Pitch from National Recreation and Parks Association (NRPA)

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- valued at \$100,000
- A Congressional Community Funding Request through Congresswoman Linda Sánchez in the amount of \$1.5 million for the Historic Whittier Boulevard Los Paseos Project
- Began design phase of the following capital improvement projects:
 - Alebrije Dog Park
 - Youth Center Renovation
 - Rio Hondo Park Renovation
 - Utility Box Art Program
 - Pico Park Outdoor Restrooms
- Developed a new design for the Smith Park Aquatic Center
- Upgraded the following:
 - LED Lighting at Rivera Park Gym and Multi-purpose Room
 - HVAC unit for the Rivera Park Multi-purpose Room
 - Suppression System for Pico Park Kitchen
 - HVAC Compressor at City Hall
- Completed the following capital improvement projects:
 - City Hall and City Hall West ADA Improvements
 - Senior Center ADA Parking Lot Renovation
 - Beverly and San Gabriel River Parkway Median Improvements
 - Whittier Blvd Overlay
 - Whittier Blvd Landscape Median Improvements
 - Rosemead Blvd and Beverly Blvd Hot Spot and Block Wall at Lindell
 - Highway Safety Improvement Program (HSIP) Cycle 7 Traffic Signal Upgrades
 - Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Upgrades
 - Citywide Resurfacing Slurry and Cape Seal (2023)
 - Rosemead Blvd North of Whittier Blvd Street Rehabilitation
 - Annual Signing and stripping
 - Chip Seal/ARAM (Asphalt Rubber Aggregate Membrane) Street Rehabilitation
 - Overlay and Reconstruction of Streets
 - Well Rehabilitation
 - Electrical Switchboard Replacement at Plant No. 3
 - Citywide Traffic Signal Upgrades
 - Phase 1 of Smith Park Aquatic Renovation
 - Design for Rosemead Blvd Median and Parkway Beautification
 - Design for Major Corridors, Median and Parkway Beautification
 - Design for Regional Bikeway Phase I Mines Ave Improvements
 - Design for Senior Center Tenant Improvements
 - Design for Youth Center Renovation
 - Installation of new canopies for the outdoor area at the Senior Center
 - Remodeling of outdoor restrooms at the Golf Course
 - o Installation of new sewer lines for Clubhouse at Golf Course
 - Rebuilding of pumps in the Storm Water Lift Stations at Rosemead Blvd and

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Rex Rd.

- Purchased three (3) new transportation vehicles. Two (2) vehicles for Recreation Transit and one for Dial-A-Ride
- Participated, presented, and was recognized by the Association of State Dam Safety Officials and the US Army Corps of Engineers for the City's public outreach and engagement program regarding the Whitter Narrows Dam project
- Successfully secured the endorsement and support from US Senator Alex Padilla for the Rosemead/Lakewood Boulevard Complete Corridor Project
- Successfully established a partnership with the City of Long Beach to advance the Rosemead/Lakewood Boulevard Complete Corridor Project
- Successfully incorporated the Rosemead/Lakewood Boulevard Complete Corridor Project into SCAG's Federal Transportation Improvement Program list of projects, therefore making the Project eligible for federal funding

Health and Wellness & Safety Accomplishments

- Completed Vehicles Miles Traveled (VMT) Analysis
- Completed the Local Roadway Safety Plan
- Completed the Facilities Management Plan and Security System.
- Upgraded rain gutters at the City Yard
- Officially joined the California Jobs First Los Angeles Collaborative to fund, establish, and support the long-term viability of the South East LA Micro EV Tech Hub and Pico Rivera Nucleus
- In collaboration with the City's Public Safety Ad Hoc Committee, completed the installation of 36 Automated License Plate Reader cameras by Flock Safety, a new and innovative program to improve ways of mitigating and solving crime using automated license plate recognition
- Increased PRIME energy generation rates to successfully meet the City's reserve policy for PRIME to 50% while continuing to provide a 3% discount on energy compared to Southern California Edison's rates
- Awarded an agreement to develop the City's first-ever Climate Action Plan (CAP). A
 CAP is a comprehensive strategy that outlines measures and policies to mitigate
 climate change, aiming to reduce greenhouse gas emissions, adapt to climate change
 conditions, and foster a transition to a low-carbon economy
- Celebrated five years of PRIME operations with \$1 million in cumulative savings since its inception
- Maintained an approximate 94% PRIME customer retention rate
- Completed converting and installing 428 LED lights, bringing the total converted LED lights to 3,341, generating 1.8 million kWh in energy savings, or \$567,000 in annual cost savings
- Increased OhmConnect registrations with 63 new active participants for FY 2022-23.
 OhmConnect is a platform that enables and incentivizes residents to participate in energy-saving activities, especially during summer heat events, to help prevent energy blackouts
- Collaborated with the Southern California Association of Governments (SCAG) and completed a study to determine the need for Electric Vehicle (EV) Charging Stations

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in the City in anticipation of the State's target to have 5 million zero-emission vehicles on the road by 2030. The study identified a need for 1,856 EV charging stations in the City by 2030

- Received the 2022 Gateway Cities Council of Governments Energy Action Award Gold. The awards are divided into four tiers, no award, bronze, silver, and gold (the most prestigious award), to recognize cities in their efforts and participation in energy efficiency and climate initiatives
- Distributed organic waste bins to all eligible commercial accounts, reaching 100% compliance with SB 1383 State mandates
- Successfully incorporated legislative language into the State Climate Resiliency Bond, prioritizing communities impacted by climate disasters or by projects mitigating disasters, such as dams for park funding
- Submitted over 20 letters to the State Legislature expressing the City's position for the record on various issues, including zoning, local control, climate resilience, and public safety
- Successfully partnered with Beverly Hospital to offer Wellness Classes and Health Screenings at the Senior Center
- Assisted 93 households in collaboration with the Southern California Housing Rights Center, delivering fair housing services, including discrimination prevention, referrals, case management, and resolution of landlord-tenant disputes
- Resolved 810 code enforcement cases generated on a complaint basis
- Successfully introduced a City Ordinance prohibiting participation in and speculation of illegal street takeovers
- The City Council recognized the importance of public safety and the need for effective coordination between law enforcement agencies and community stakeholders. To enhance this coordination, the City Council launched a pilot program in February 2023 that added a Public Safety Coordinator position in the City

Community Engagement Accomplishments

- Opened the Roldan Mini-Pitch and established a public/private partnership with the Roldan Family
- Developed PlayPASS subsidy program. The program will subsidize the registration fee for income-eligible youth to be able to participate in recreational youth sports programs, and over 50 participants were awarded assistance
- Awarded a \$20,000 grant from the National Recreation and Parks Association (NRPA) towards the PlayPASS program
- Served over 12,500 meals for the Summer Food Service Program
- Secured \$450,000 in grant funding towards the Outdoor Equity Program (OEP) from California State Parks that will offer new outdoor excursions and experiences to our community
- Successfully hosted thirteen (13) city-wide Special Events
- Successfully held six (6) Pool Days, in partnership with local cities, to ensure residents had access to aquatic programs, pending the Aquatic Center renovation
- Held the REACH program at eight (8) Elementary sites: Birney Tech Academy, Durfee Elementary, Magee Academy of Arts & Sciences, North Ranchito Elementary, Rio Vista Elementary, Rivera Elementary, South Ranchito Dual Language Academy, and

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Valencia Academy of the Arts

- Successfully served approximately 482 students through the REACH program
- Resumed the Pico Rivera Senior Center Meal program
- Senior Clubs resumed Club meetings. A grand total of 200 seniors met regularly
- Opened the Veterans Resource Center at the Pico Rivera Senior Center
- Appointed over 130 Veterans Service Officers
- Appointed over 1,200 Case Workers
- Held the Ribbon Cutting ceremony to roll out the City's new Transportation/Dial-A-Ride program, "Pico Rivera Transit (PRT)". Over 160 Pico Rivera senior and disabled residents signed up for program
- Dial-A-Ride program provided over 11,000 trips and over 300 new participants
- Recreation Transit/Trips and Tours provided 23 excursions
- Issued 12 Profiles to the community for public information
- Successfully engaged and solicited input from over 5,000 people throughout phases 1 and 2 of the Historic Whittier Boulevard Specific Plan and Multimodal Plan, which will be used to develop initial concepts and recommendations for revitalizing "uptown" Pico Rivera
- Hosted city tours with Pico Rivera stakeholders and leaders to the City of Orange and Pasadena to explore, draw comparisons, and learn from best and experimental practices for creating vibrant mixed-use community and economic development districts
- Successfully partnered with El Rancho Unified School District to launch the Pico Rivera Youth Ambassador Program, engaging local high-school students with realworld city projects and exposing them to career paths in urban planning, civil engineering, architecture, public policy, public administration, and more
- Launched "The Boulevard Bulletin": A quarterly newsletter distributed communitywide that provides updates on the Historic Whittier Boulevard Program
- Acquired and activated the Pico Rivera IDEA Lab to support the Whittier Boulevard Revitalization Program delivery and serve as the on-site project and student and youth engagement center
- Successfully adopted a resolution and applied with the Local Agency Formation Commission to initiate the establishment of the Lower San Gabriel River Recreation and Park District
- Held a successful Clean California Bulky Item Dump Day Event in partnership with Caltrans.
- Distributed meals to 378 senior citizens through the Southeast Area Social Services Funding Authority's (SASSFA) congregate nutritional program in Pico Rivera, targeting vulnerable individuals aged 60 and above to prevent premature institutionalization
- Awards Received:
 - "Photography Award of Distinction" from California Association of Public Information Officials (CAPIO).
 - "Best of the Best" award for Pico Rivera Transit Graphic Design Print from California Association of Public Information Officials (CAPIO).
 - "Epic Award" for Pico Rivera Transit Graphic Design from the California Association of Public Information Officials (CAPIO)
 - "Rebrand Award of Distinction" for Pico Rivera Transit from the California Association of Public Information Officials (CAPIO)
 - o 1st place "Award in Excellence in Marketing" for the Pico Rivera Transit Dial-A-

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Ride program from the California Association of Coordinated Transportation (CalAct)

- "Award of Excellence" recipient for Pico Park Roldan Mini-Pitch in the "Excellence in Design Park Planning" Category from California Parks & Recreation Society (CPRS)
- 2022 CAPIO EPIC Award in Graphic Design Online category for 2021's Community Bike Ride. The project also received 1 of the 3 "Best in Show Award" for all statewide entries

The City of Pico Rivera will continue working on developing future financial plans that achieve an optimal level of service to the community through efficient, effective, and innovative strategies. In order to improve productivity and efficiency, our goal is not only to ensure financial sustainability but also to strive to strategically position the City to execute its 21st Century Vision of a sustainable, equitable, and vibrant community to live, work, and visit.

Economic Condition and Outlook

As can be seen in the MD&A, the City's financial condition is sound. The General Fund did see operating revenues exceed operating expenditures by \$8.65 million as of June 30, 2023.

The total fund balance grew by \$9.048 million to \$82.270 million – an amount that represents 146% of operating revenue. Further details of these and related financial statistics can be found in the MD&A and the Notes sections on the following pages.

The relative health of the City's finances can be attributed to five (5) successive fiscal years of focused attention on improving the alignment of ongoing expenditures with ongoing revenues. While the City has enjoyed positive financial health in the recent past, it is essential to implement all available measures to safeguard against potential economic downturns that could impinge upon the City's primary revenue sources: sales, property, and business license tax. Given the ongoing national economic challenges, including continuing inflation, constrained supply in the goods, services, and labor markets, more stringent Federal monetary policies, and market volatility, the City must proactively enhance revenues and improve operational efficiency to prevent impact from future slowdowns in the economy.

For this reason, it is important that the City continues to develop responsible budgets that provide essential services to our residents and fulfill City Council priorities. The efforts to focus on the City's fiscal health will continue as subsequent budgets are developed, with an emphasis on maintaining and ensuring financial sustainability and security.

OTHER INFORMATION

GFOA Certificate of Achievement Award

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Pico Rivera for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June

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30, 2022. This was the 25th consecutive year that the City had achieved this prestigious award. To be awarded a Certificate of Achievement, a government entity must publish an easily readable and efficiently organized ACFR. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one (1) year. We believe that our ACFR for FY 2022-23 continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate, just one more way to celebrate the City's glorious past and prosperous future.

Independent Audit

The City requires an annual audit by independent certified public accountants. The accounting firm of CLA conducted this year's audit. The auditors' report on the government-wide financial statements and combining individual fund statements and schedules is included in the financial section of this report.

Single Audit

As a recipient of federal, state, and county financial assistance, the City is responsible for ensuring that an adequate internal control structure is in place to ensure compliance with applicable laws and regulations related to those programs. This internal control structure is subject to periodic evaluation by management. In years when over \$750,000 is expended on Federal financial assistance programs, the City is required to undergo an annual single audit in conformity with the provisions of the Single Audit Act of 1984 and the U.S. Office of Management and the Uniform Guidance. Results of the Single Audit are reported separately and will be available by March 2024.

Acknowledgments

The Administrative Services Department takes primary responsibility for the preparation and accuracy of this report. The professionalism, commitment, and effort of all the members of the Department have made this presentation possible. The assistance from other departments in providing operational information for this report is also appreciated. Finally, we thank the City Council for their prudent financial management and leadership in guiding the City of Pico Rivera and helping ensure the City's continued financial health.

Respectfully,

Jane Guo

Director of Administrative Services



CITY OF PICO RIVERA CITY OFFICIALS

City Council

Erik Lutz, Mayor

Andrew C. Lara, Mayor Pro Tem

Gustavo V. Camacho, Councilmember

John R. Garcia, Councilmember

Dr. Monica Sánchez, Councilmember

Executive Team

City Manager Steve Carmona

Assistant City Manager Angelina Garcia

City Clerk Vacant

Director of Administrative Services Jane Guo

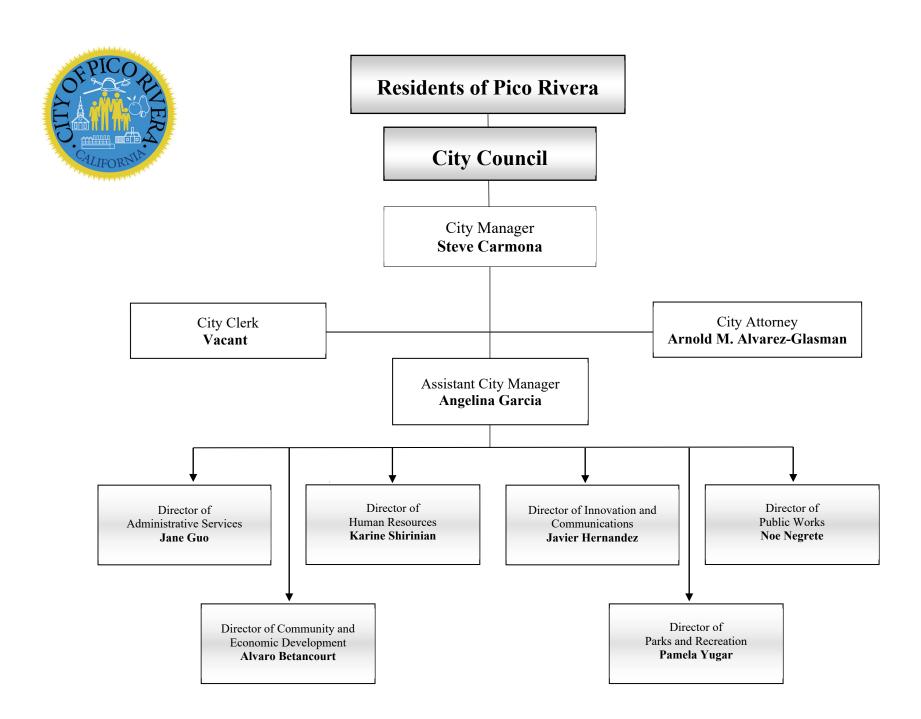
Director of Community and Economic Development Alvaro Betancourt

Director of Human Resources Karine Shirinian

Director of Innovation and Communications Javier Hernandez

Director of Parks and Recreation Pamela Yugar

Director of Public Works Noe Negrete





Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Pico Rivera California

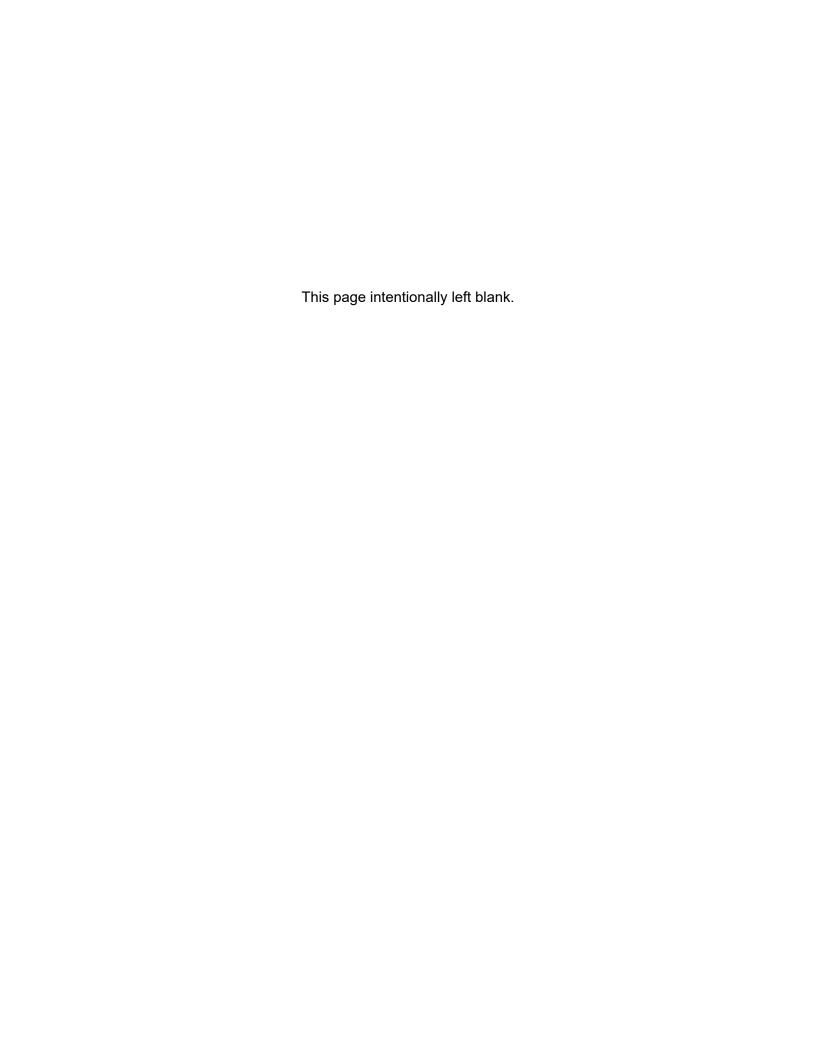
For its Annual Comprehensive Financial Report For the Fiscal Year Ended

June 30, 2022

Christopher P. Morrill

Executive Director/CEO







INDEPENDENT AUDITORS' REPORT

Honorable City Council City of Pico Rivera, California Pico Rivera, California

Report on the Audit of the Financial Statements *Opinions*

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Pico Rivera (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Pico Rivera's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Pico Rivera, as of June 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
 procedures that are appropriate in the circumstances, but not for the purpose of expressing an
 opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is
 expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that that the management's discussion and analysis, schedules of changes in net pension liability and related ratios of the pension plans and schedules of pension plan contributions, schedule of changes in net OPEB liability and related ratio, the schedule of contributions – OPEB Plan, and the budgetary comparison schedules for the general and major special revenue funds, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual non-major fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual non-major fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

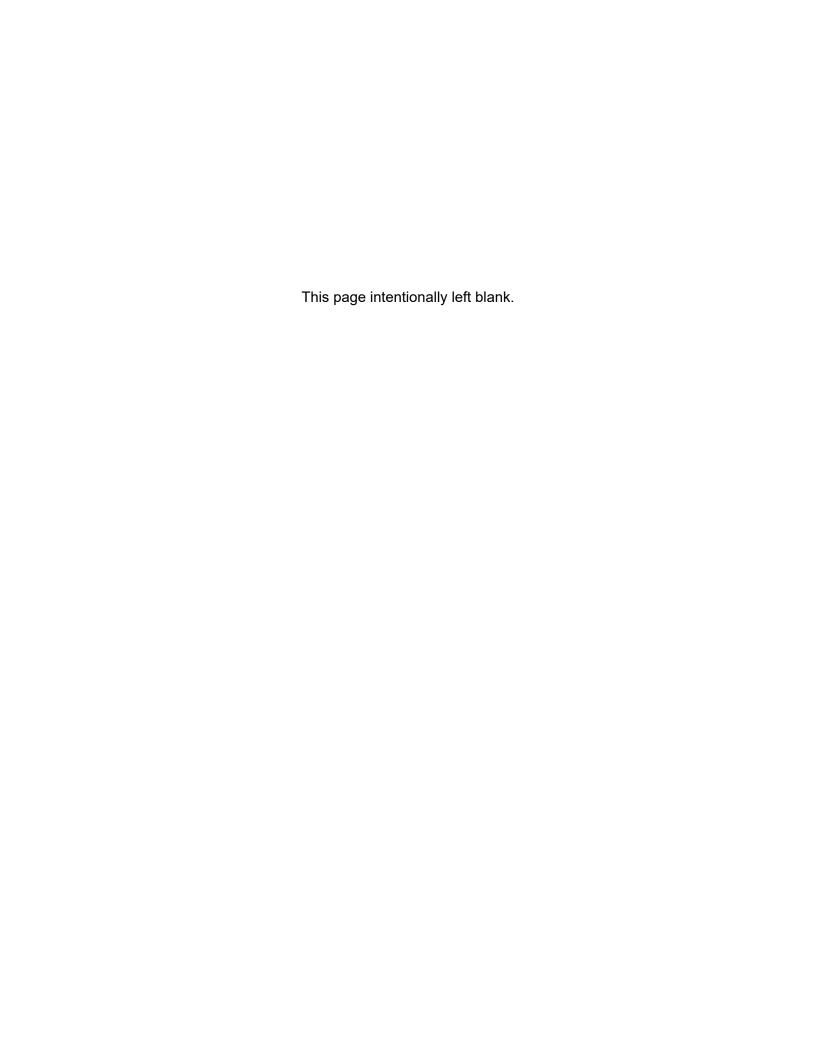
Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 1, 2023, on our consideration of the City of Pico Rivera's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Pico Rivera's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Pico Rivera's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Clifton Larson Allen LLP

Irvine, California December 1, 2023



The Management Discussion and Analysis (MD&A) provides a narrative introduction, overview and analysis that will assist in understanding the City's financial statements. We encourage readers to consider the information presented here in conjunction with the City's financial statements as of June 30, 2023, the transmittal letter and the notes to the basic financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of four parts: the management's discussion and analysis (this portion), the basic financial statements, notes to the basic financial statements and required supplementary information. In addition to the required parts, we have included the optional combining statements for other governmental funds, other enterprise funds, agency funds and a statistical section. This discussion and analysis are intended to serve as an introduction to the City's basic financial statements.

The City's basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to basic financial statements. This report also contains supplementary information in addition to the basic financial statements.

Components of the Financial Section Required Management's Basic Supplementary Discussion Financial Information Statements Analysis Government-wide Fund Notes Financial to the Financial Statements Financial Statements Detail Summary

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a business in the private sector.

The statement of net position presents information on all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference between the two reported as net position. Net position is then shown as restricted or unrestricted. Over time, increases or decreases in the net position may serve as an indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only affect cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the City include general government, public safety, public works, community development, recreation, non-departmental, and interest on long-term debt.

The government-wide financial statements include not only the City itself (known as the primary government) but also three legally separate entities: the Pico Rivera Public Financing Authority, the Pico Rivera Water Authority, and the Pico Rivera Housing Assistance Agency. The City is financially accountable for these entities, and financial information for these blended component units is reported within the financial information presented for the primary government itself.

The government-wide financial statements can be found beginning on page 18 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the City's funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financial requirements.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financial decisions. Both the governmental fund balance sheet and the governmental fund statement of revenue, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

This document reports thirty (30) governmental funds. Information is presented separately in the governmental funds balance sheet (pages 22-23) and in the governmental funds statement of revenues, expenditures and changes in fund balances (pages 25-26) for the General Fund, the Housing Agency Section 8 Fund, American Rescue Plan Fund, and the 2018 Series A COP Fund since these funds are considered major funds. Data from the additional twenty-six (26) governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of combining statements in the other governmental funds' supplementary information section of this report, which begins on page 94.

The City adopts an annual appropriated budget for its General Fund as well as its other governmental funds. Budgetary comparison statements are presented on pages 90-92 and 108 - 129. The governmental fund financial statements can be found on pages 18 through 27 of this report.

<u>Proprietary Funds</u> - Proprietary funds use the accrual basis of accounting, which is the same method used by private businesses. Proprietary funds can be classified as either "enterprise funds" or "internal service funds." The City maintains only one type of proprietary fund: enterprise funds. The City has four enterprise funds: the Water Enterprise Fund, the Golf Course Fund, the Sports Arena Fund, and the Pico Rivera Innovative Municipal Energy (PRIME) fund. The PRIME fund was established during Fiscal Year 2017-18 and is utilized to capture the activity of the City's Community Choice Aggregate enterprise function. The basic proprietary fund financial statements can be found beginning on pages 28 through 30 and pages 130 through 133 of this report.

<u>Fiduciary Funds</u> - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. The City has one Fiduciary fund: the Successor Agency to the City of Pico Rivera Redevelopment Agency Private-Purpose Trust Fund. This fund is not reflected in the government-wide financial statements because the resource of this fund is not available to support the City's own programs. The accounting used for fiduciary funds is the full accrual accounting method. The fiduciary fund financial statements can be found on pages 32 and 34 of this report.

Notes to Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 35 of this report.

Required Supplementary Information

The required supplementary information (RSI) schedules further explain and support the information in the financial statements. This section includes the schedules of the City's funding for its employee pension program, other post-employment benefit (OPEB) programs and the budgetary comparison for the general and major special revenue funds. The required supplementary information can be found on pages 84 through 93 of this report.

Other Supplementary Information

Other supplementary information includes combining and individual budgetary comparison schedules for non-major Governmental Funds, combining statements for other enterprise funds and Agency Funds and Internal Service funds. Other supplementary information can be found on pages 94 through 133 of this report.

FINANCIAL HIGHLIGHTS

Citywide

- Comparing the fiscal year ended June 30, 2023 with June 30, 2022, the City's total net position increased by \$35.171 million, from \$339.533 million to \$374.704 million. Of this amount, there was an increase in total assets of \$34.325 million to \$503.226 million, an increase in total liabilities of \$16.082 million to \$137.108 million, an increase in deferred outflows of resources of \$7.543 million and a decrease of deferred inflows of resource of \$9.385 million.
- Citywide revenues totaled \$125.307 million, an increase of \$10.304 million over the prior year. Expenses were \$90.136 million, an increase of \$1.088 million over the prior year.

• During the year, the City actively worked on several capital improvement projects, resulting in some capital outlays including: \$8.322 million in the residential resurfacing program, \$4.272 million in the Per-and Polyfluorinated Substances (PFAS) Treatment, \$3.284 million in the Advance Metering Infrastructure project, \$2.043 million in the traffic signal upgrade, to name a few. As a result, the City's capital assets, after depreciation, increased by \$24.360 million to \$337.810 million.

Citywide – Governmental Activities

Governmental Activities revenues increased \$2.737 million to \$86,049 million (prior to any transfers). The net increase resulted from a combination of a few main factors: increases of \$1.134 million in charges for services, \$2.233 million in investment earnings, \$1.186 million in property taxes, \$566 thousand in sales taxes, \$434 thousand in utility users taxes, \$1.941 million in other taxes, and \$1.832 million in miscellaneous revenues, offset by decreases of \$4.515 million in operating grants and \$2.180 in capital grants.

Governmental Activities expenditures increased by \$1.172 million to \$62.321 million. This is mainly attributed to a combination of increases and decreases as follows: \$2.545 million increase in General Government, \$1.157 million in Public Works, and \$1.083 million in Parks and Recreation, total increases offset by a decrease in Community Development expenditures of \$4.934 million.

Fund Level – General Fund

- General Fund revenues were \$56.496 million, an increase of \$7.461 million over the prior year. The increase was mainly due to increased sales taxes, property taxes, utility user taxes, plan check fees, investment income, and miscellaneous income.
- Tax revenues increased by \$2.166 million as the City received \$566 thousand more sales taxes, primarily due to the impact of inflation on consumer goods. The City received \$1.110 million more property taxes due to the sales of several industrial parcels in FY 2023 and increased property assessments compared to the prior fiscal year. Utility user tax increased by \$434 thousand due to increased usage and pricing of electric and natural gas billed charges.
- Intergovernmental revenue decreased by \$546 thousand as less reimbursement was received than the prior fiscal year for the street and highway maintenance projects.
- Licenses and permits revenue increased by \$2.165 million due to increased building permits, plumbing permits, heating air conditioning permits, plan check fees, zoning and planning fees, and storm drains revenue categories that continue to show favorable growth.
- Fines, forfeitures, and penalties revenue decreased by \$27 thousand, primarily due to decreased court fines.
- Investment and rental revenues increased by \$1.930 million. The increase was mainly attributed to higher investment market value returns compared to the last fiscal year.
- Charges for services increase by \$252 thousand due to increasing in-person programs, services, and special events.

- Miscellaneous revenues increased by \$1.522 million primarily due to legal settlements of \$811 thousand and insurance reimbursement of \$398 thousand for the golf course.
- General Fund expenditures were \$47.845 million, a \$9.931 million increase from the prior year. This was primarily due to the prior year's law enforcement costs being offset by \$10.228 million from ARPA funding related to "General Revenue Loss" with the law enforcement operating expenses.
- The Public Works expenditures increased by \$1.498 million as the department filled some vacancies and experienced increased contracted services and supplies due to inflation.
- Community and Economic expenditures decreased by \$4.664 million as the prior fiscal year amount included \$5 million transferred from the General Fund to the Successor Agency to refinance the 2001 Tax Allocation Bonds with the 2021 Tax Allocation Bonds.
- The General Fund's fund balance increased by \$9.048 million to \$82.270 million as of June 30, 2023.

Fund Level - Proprietary Funds

The City had four Enterprise Funds in Fiscal Year 2022-23.

<u>Business-type Activities – Enterprise Funds</u> – Overall, the total net position of these funds increased by \$11.500 million to \$47.237 million at June 30, 2023.

- Total assets increased by \$7.018 million to \$87.932 million, primarily due to an increase of \$7 million in water fund capital assets resulting from the Per-an Polyfluoroalkyl Substances (PFAS) project and the Advanced Metering Infrastructure (AMI) System that the City worked on in FY 2022-23.
- Total liabilities decreased by \$1.621 million to \$42.164 million, comprised of \$3.439 million decrease in current liabilities, and an increase of \$1.818 million in noncurrent liabilities. As of June 30, 2022, PRIME owed \$3.383 million to the General Fund. The balance was paid off as of June 30, 2023, decreasing the current liabilities by \$3.383 million. There are three notable changes in the noncurrent liabilities: an increase of \$2.307 million in the net pension liability, an increase of \$\$717 thousand in Advances from the General Fund to the Golf Course Fund, and a decrease of \$1.230 million in bonds payable as the City pays down the Water Authority Revenue Bond Series 1999 A.
- Total operating revenues increased \$8.182 million to \$38.588 million, and operating expenses increased \$235 thousand to \$27.353 million. Most changes were related to the operation of Pico Rivera Innovative Municipal Energy (PRIME). The Charges for Services revenue increased by \$5.582 million, primarily due to more demand for PRIME. At the same time, the cost of PRIME's power supply has increased by \$1.138 million.

Fund Level - Fiduciary Funds

• The Fiduciary Fund is discussed later in this document.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The City of Pico Rivera is presenting its financial statements under the reporting models required by the Governmental Accounting Standard Board (GASB) pronouncements. The most recent pronouncements implemented by the City, GASB 96, require the reporting of subscription-based information technology arrangements (SBITAs).

Shown on the next page is the schedule of Statement of Net Position for the years ended June 30, 2023 and 2022, covering Governmental Activities and Business-Type Activities (i.e., enterprise funds).

Net position serves as an indicator of a government's financial position over time. As of June 30, 2023, the City's combined net position (governmental and business-type activities) totaled \$374.705 million, an increase of \$35.171 million from the prior year.

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City of Pico Rivera Statement of Net Position Fiscal Year ended June 30, 2023 and June 30, 2022

	Governmenta	1 Activities	Busines: Activi	v 1	Total		
	2023	2022	2023	2022	2023	2022	
Assets:							
Current and Other Assets	\$ 120,066,304	\$ 107,909,207	\$ 28,384,914	\$30,650,156	\$ 148,451,218	\$ 138,559,363	
Internal Balances	19,701,636	22,367,512	(19,701,636)	(22,367,512)	-	-	
Land held for resale	1,701,360	1,701,360	-	-	1,701,360	1,701,360	
Receivables from Successor Agency	15,070,401	14,999,752	192,770	189,699	15,263,171	15,189,451	
Capital Assets	278,632,226	263,552,334	59,177,953	49,898,279	337,810,179	3 13 ,4 5 0 ,6 13	
To tal Assets	\$435,171,927	\$410,530,165	\$68,054,001	\$58,370,622	\$503,225,928	\$468,900,787	
Deferred Outflow of resources	\$ 13,149,379	\$6,896,596	\$2,255,705	\$965,262	\$ 15,405,084	\$7,861,858	
Lia bilitie s :							
Current liabilities	\$22,437,477	\$ 18,743,425	\$5,664,351	\$5,720,275	\$ 28,101,828	\$24,463,700	
Lo ng-term liabilities	41,600,203	42,951,499	7,491,870	8,712,416	49,092,073	51,663,915	
Net OP EB Obligation	15,511,905	14,846,687	1,609,402	1,594,827	17,121,307	16,441,514	
Net Pension Liabilities	35,272,270	23,242,557	7,520,930	5,214,285	42,793,200	28,456,842	
To tal Liabilities	\$ 114,82 1,855	\$99,784,168	\$22,286,553	\$ 21,241,803	\$ 137,108,408	\$ 121,025,971	
Deferred Inflows of resources	\$ 6,031,718	\$ 13,846,693	\$ 786,394	\$2,356,809	\$ 6,818,112	\$ 16,203,502	
Net Position:							
Net investment in capital assets	\$244,677,341	\$237,260,527	\$ 50,610,138	\$40,280,888	\$295,287,479	\$ 277,541,415	
Restricted	31,184,653	27,978,094	-	-	31,184,653	27,978,094	
Unrestricted	51,605,739	38,557,279	(3,373,379)	(4,543,616)	48,232,360	34,013,663	
Total Net Position	\$327,467,733	\$303,795,900	\$47,236,759	\$35,737,272	\$374,704,492	\$339,533,172	

Net position consists of three categories: net investment in capital assets, restricted assets, and unrestricted assets. The largest amount of the net position (governmental and business-type activities), approximately \$295.287 million is the City's investment in capital assets, including land, buildings, infrastructure, furniture, and equipment, net of accumulated depreciation and related debt for acquiring these capital assets. Since the capital assets are used to provide services to citizens, these assets are not available to fund the City's day-to-day activities.

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On June 30, 2023, the City's restricted net position was \$31.185 million or 8.32% of the total net position. These are assets subject to external restrictions, constitutional provisions, or enabling legislation that limits how these assets may be used. The restricted net position includes the Housing Section 8 Grant Fund, Home Grant Fund, and other special revenue funds. The remaining balance of the net position of \$48.232 million is unrestricted and may be used to meet the government's ongoing obligations to citizens and creditors. The unrestricted amount increased by \$14.21 million when compared to the June 30, 2022 amount.

Governmental Activities - Governmental activities' assets increased \$24.642 million to \$435.172 million, liabilities increased \$15.038 million to \$114.822 million, and total net position increased \$23.672 million to \$327.468 million when compared to the prior year.

- Cash and investments increased by \$15.948 million to \$95.407 million compared to the prior year.
- As the City paid down outstanding bond payable principal, long-term liabilities decreased by \$1.351 million to \$41.600 million.
- There were \$27.207 million in pension liabilities along with the deferred outflow of resources and deferred inflows of resources that are related to the implementation of GASB 68, which was first effective for FY ended June 30, 2015, and was first reported on the financial statements for FY 2014-15.
- There were \$17.934 million in Other Post Employment Benefit (OPEB) liabilities along with deferred outflow of resources and deferred inflows of resources relative to the implementation of GASB 75, effective for FY 2017-18. Similar to GASB 68, OPEB liabilities, deferred outflows/inflows of resources and expenses related to post-employment benefits (i.e., retiree health care) must be recognized in the financial statements.

Business-Type Activities - Business-type activities assets increased by \$9.683 million to \$68.054 million. Liabilities increased by \$1.045 million to \$22.287 million, primarily due to a \$2.3 million rise in pension liabilities, which is offset by the payment of \$1.125 million in principal on Water Authority Revenue Bond Series 1999 A.

- There were \$5.8 million in pension liabilities along with the deferred outflow of resources and deferred inflows of resources that are related to the implementation of GASB 68, which was first effective for FY ended June 30, 2015, and was first reported on the financial statements for FY 2014-15.
- There were \$1.861 million in Other Post Employment Benefit (OPEB) liabilities along with deferred outflow of resources and deferred inflows of resources relative to the implementation of GASB 75, effective for FY 2017-18. Similar to GASB 68, OPEB liabilities, deferred outflows/inflows of resources and expenses related to post-employment benefits (i.e., retiree health care) must be recognized in the financial statements.

The Statement of Activities for the Governmental Activities and Business-type Activities is shown on the following page.

City of Pico Rivera Statement of Activities Fiscal Year ended June 30, 2023 and June 30, 2022

	Governmental Activities			Business-Type Activities				To tal				
		2023		2022		2023		2022		2023		2022
Revenues												
Program Revenues:												
Charges for services	\$	5,972,134	\$	4,837,941	\$	36,069,315	\$	30,406,043	\$	42,041,449	\$	35,243,984
Operating grants an contributions		22,046,380		26,561,448		246,661		476,602		22,293,041		27,038,050
Capital grans and contributions		3,207,183		5,387,593		2,518,595		-		5,725,778		5,387,593
General Revenues:										-		-
P ro perty taxes		15,016,822		13,83 1,113		-		-		15,016,822		13,831,113
Sales and use taxes		25,116,979		24,551,320		-		-		25,116,979		24,551,320
Franchise taxes		2,063,404		1,956,998		-		-		2,063,404		1,956,998
Utility us ers taxes		4,001,578		3,567,128		-		-		4,001,578		3,567,128
Othertaxes		3,867,144		1,926,617		-		-		3,867,144		1,926,617
Unrestricted Investment earnings		2,035,505		(197,845)		423,345		449,236		2,458,850		251,391
Gain on bond defeasance		-		-				683,028		-		683,028
Gain on sale of capital assets		928,625		-				-		928,625		-
Miscellaneous		1,793,456		889,854		-		-		1,793,456		889,854
TotalRevenues	\$	86,049,210	\$	83,312,167	\$	39,257,916	\$	32,014,909	\$	125,307,126	\$	115,327,076
Expenses												
General Go vernment		10,634,542		8,089,449		-		-		10,634,542		8,089,449
P ublic s a fe ty		12,661,589		12,144,703		-		-		12,661,589		12,144,703
P ublic works		15,857,499		14,700,643		-		-		15,857,499		14,700,643
Parks and recreation		8,540,605		7,457,649		-		-		8,540,605		7,457,649
Health and welfare		7,274,930		6,414,485		-		-		7,274,930		6,414,485
Community development		5,957,282		10,891,361		-		-		5,957,282		10,891,361
Interest and fiscal charges		1,394,492		1,450,395		-		-		1,394,492		1,450,395
Enterprise o perations		-		-		27,814,867		28,223,266		27,814,867		28,223,266
TotalExpenses	\$	62,320,939	\$	61,148,685	\$	27,814,867	\$	28,223,266	\$	90,135,806	\$	89,371,951
-												
Increase/Decrease in net position												
be fore trans fers		23,728,271		22,163,482		11,443,049		3,791,643		35,171,320		25,955,125
trans fers		(56,438)		· -		56,438						
Change in net position:	\$	23,671,833	\$	22,163,482	\$	11,499,487	\$	3,791,643	S	35,171,320	\$	25,955,125
3 1	_	- , ,		, , .		, ,		- , ,		, , ,		- , ,
Net position-beginning of year		303,795,900		281,632,418		35,737,272		31,945,629		339,533,172		313,578,047
		2 20,770,700		_0,002,110		23,131,212		2 3,7 10,027				,,
Net po sition-end of year	\$	327,467,733	S	303,795,900	\$	47,236,759	\$	35,737,272	s	374,704,492	s	339,533,172
postaon end or jeur	Ψ	527,107,755	Ψ	555,175,700	Ψ	. 1,230,137	Ψ	55,151,212	Φ	J / T , / U T , T / L	ψ	007,000,172

Governmental Activities – Total revenues increased by \$2.737 million, and expenses increased by \$1.172 million compared to the previous year.

- Overall, program revenues decreased by \$5.561 million, primarily due to a decrease of \$4.515 million in operating grants and a decrease of \$2.180 in capital grants.
- Overall, general revenues increased by \$8.298 million, including the property taxes up by \$1.186 million, the sales and use taxes increased by \$566 thousand, the utility user taxes by \$434 thousand, the other taxes by \$1.941 million as the City's business licenses increased \$1.877 million due to Measure AB approved by the City voters in November 2021, the investment earnings by \$2.233 million due to stronger investment returns compared to the prior fiscal year, and the City sold a property with a gain of \$929 thousand.

• Expenses increased by \$1.172 million in FY 2022-23. There are a few main factors: the General Government expenses increased by \$2.545 million, Public Works expenses increased by \$1.157 million, and Parks and Recreation expenses increased by \$1.083 million due to vacancies filling, higher contracted services and supplies, and the pension transactions. The Community Development expenses decreased by \$4.934 million, as the prior fiscal year amount included \$5 million transferred from the General Fund to the Successor Agency to refinance the 2001 Tax Allocation Bonds with the 2021 Tax Allocation Bonds.

Business-Type Activities - The City has two major Enterprise Funds, the Water Fund and the Pico Rivera Innovative Municipal Energy (PRIME), which operated for the fourth full year in FY 2022-23.

- Revenue increased by \$7.243 million, primarily due to Charges for Services revenue up by \$5.664 million and capital grants of \$2.519 million received from the Waer Replenishment District for the PFAS project.
- Expenses decreased by \$408 thousand. There are two notable items: \$1.239 million less pension expenses allocated for the Water Fund, and the rising cost of the purchased power of \$1.138 million in FY 2022-23.

FUND FINANCIAL STATEMENTS

Governmental Funds - The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the City's governmental funds is to provide information on near-term inflows and outflows during the fiscal year and balances of spendable resources at the end of the fiscal year. Such information may be useful in assessing the City's financing requirements to meet the current needs. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for appropriation.

As of June 30, 2023, the City's governmental funds reported a combined ending fund balance of \$125.456 million, as shown on page 23. The fund balance categories of governmental funds displayed \$26.900 million as nonspendable, \$33.007 million as restricted, \$28.904 million as committed, \$34.302 million as assigned, and \$2.343 million as unassigned. (Please refer to Note Number 12 of the Notes to Financial Statements for a detailed breakdown.)

The City reports four major governmental funds: the General Fund, the Special Revenue Housing Agency Section 8 Fund, the Special Revenue American Rescue Plan Fund, and the Capital Projects 2018 Series A COP, which is described below. Major Funds are defined generally as having significant activities or balances in the current year. Other governmental individual funds may be found in the Supplemental section, which begins on page 94.

CITY OF PICO RIVERA MANAGEMENT'S DISCUSSION AND ANALYSIS June 30, 2023

<u>General Fund</u> - The General Fund is the chief operating fund of the City and is used for all the general revenues of the City, not specifically levied or collected for other City funds and its related expenditures. At the end of the current fiscal year, the General Fund had a fund balance of \$82.303 million, an increase of \$9.081 million from the previous year. The nonspendable amount is \$26.900 million, the restricted amount is \$1.336 million, the committed amount is \$28.904 million, the assigned amount is \$20.990 million, and the unassigned amount is \$4.173 million.

<u>Housing Agency Section 8 Fund</u> – This Fund accounts for monies received from the U.S. Department of Housing and Urban Development for rental assistance for low-income families to meet their housing needs. During the year, \$6.206 million in revenue was received, and \$6.148 million was spent. The ending fund balance was \$533 thousand.

This fund's largest revenue source is the actual Section 8 Federal Funding used to provide housing assistance to eligible residents. Actual revenue is a function of the number of housing vouchers issued. For FY 2022-23, \$93 thousand less was received compared to the prior year, and overall expenditures were \$72 thousand higher when compared to the prior year.

<u>American Rescue Plan Special Revenue Fund</u> – This fund accounts for funds received from the U.S. (federal) government to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. The City received the 1st and the 2nd tranches of the allocation of \$7.386 million each in May 2021 and June 2022, respectively. The City offset \$10.228 million in "General Revenue Loss" funds with the law enforcement operating expenses in FY 2021-22. There is \$4.544 million remaining as unearned revenue in the American Rescue Plan Fund as of 6/30/2023. The City will obligate all funds by December 31, 2024, and expend all funds by December 31, 2026, per the guidelines set forth by the U.S. Treasury Department.

<u>2018 Series A COP Capital Projects Fund</u> – This fund accounts for activity related to the City's capital projects financed with the 2018 Series A Certificates of Participation that were issued in FY 2018-19 in the aggregate outstanding principal amount of \$13.405 million at June 30, 2023.

During the year, there was interest revenue of \$265 thousand, a bond principal payment of \$290 thousand and interest charges of \$546 thousand in expenditures. The ending fund balance was \$5.088 million.

Business-type Activities – Enterprise Funds

The enterprise fund group has two major funds: the Water Operations Enterprise fund and the Pico Rivera Municipal Energy (PRIME) fund, which are discussed below.

<u>Water Operations Enterprise Fund</u> - The Water Operations Enterprise Fund accounts for the operation and maintenance of the City's water treatment, water transmission and distribution system. During the year, \$13.508 million was received as revenue, mainly from charges for services, with expenses coming in at \$7 million. During the year, there was a \$274 thousand investment income and \$461 thousand bond interest charges. The Water Fund's net position increased by \$6.377 million from the prior year to \$39.755 million.

<u>Pico Rivera Innovative Municipal Energy (PRIME) Fund</u> – PRIME was created in FY 2017-18. The City established a Community Choice Aggregation (CCA) operation. PRIME is operated as a modified Joint Powers Authority (JPA), with the City of Lancaster as the lead agency of the JPA. CCAs operate such that power purchase and rate-setting authority is exercised locally. Southern California Edison (SCE) still provides transmission of all electricity as well as billing. However, PRIME utilizes third-party consultants to purchase power and answer billing inquiries from Pico Rivera residents. The benefit is that the overhead

CITY OF PICO RIVERA MANAGEMENT'S DISCUSSION AND ANALYSIS June 30, 2023

is lower, and those cost savings have been passed on to residential and commercial customers.

During the year, revenues increased \$5.975 million to \$24.006 million, and operating expenses increased \$1.713 million to \$18.935 million from the prior year.

Please refer to pages 22 and 23 for the Balance Sheet of Governmental Funds, page 24 for the Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position, pages 25 and 26 for the Statement of Revenues, Expenditures and Changes in Fund Balances-Governmental Funds, and page 27 for the Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities. For the Water Operations Enterprise Fund, see pages 28 through 29.

Capital Assets Administration

The City's investments in capital assets at June 30, 2023 were \$278.632 million (net of accumulated depreciation of \$164.119 million) for its governmental activities and \$59.178 million (net of accumulated depreciation of \$25.715 million) for its business-type activities. The investment in capital assets includes land, buildings, structures and improvements, infrastructure (roads, sidewalks, streetlights, etc.), furniture, vehicles, equipment and construction in progress.

City of Pico Rivera Capital Assets (Net of Accumulated Depreciation) Fiscal Year ended June 30, 2023 and June 30, 2022

	Go vernmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land*	\$ 120,696,364	\$ 118,908,710	\$ 18,174,060	\$ 18,174,060	\$ 138,870,424	\$ 137,082,770
Structures & Improvements	25,590,725	25,590,725	7,132,351	5,228,051	32,723,076	30,818,776
Furniture, Equipment & Vehicles	7,689,601	7,291,797	2,410,638	1,473,468	10,100,239	8,765,265
Infrastructure	252,352,928	247,089,714	17,692,287	17,692,287	270,045,215	264,782,001
Leased Assets	111,108	111,108	-	-	111,108	111,108
Construction in progress	36,310,556	22,684,844	12,118,244	4,302,493	48,428,800	26,987,337
Rights of Way	-	-	5,579,916	5,579,916	5,579,916	5,579,916
Utility P lant	-	-	21,785,673	21,785,673	21,785,673	21,785,673
TotalCapitalAssets	\$442,751,282	\$421,676,898	\$84,893,169	\$74,235,948	\$527,644,451	\$495,912,846
Less depreciation	(164,119,056)	(158,124,564)	(25,715,216)	(24,337,669)	(189,834,272)	(182,462,233)
Net Capital Assets	\$278,632,226	\$263,552,334	\$59,177,953	\$49,898,279	\$ 337,810,179	\$ 3 13,450,613

*Includes value of "Water Rights" for Business-Type Activities

Additional information on the City's capital assets can be found in Note 5 to the basic financial statements on pages 54 to 55 of this report.

Debt Administration

As of June 30, 2023, the City had a total indebtedness of \$112.636 million, an increase of \$12.551 million. Debt includes bonds, certificates of participation, pension obligations, post-employment benefits, lease obligations, and compensated absences. State statutes limit the amount of general obligation debt a governmental entity may issue to 15% of its total assessed valuation.

Governmental activities - Overall, governmental activities' total indebtedness at year-end is \$94.794 million. Governmental activities total indebtedness increased by \$11.385 million during the year, primarily due to the increase of net pension liabilities by \$12.030 million with no significant changes in staffing. Please refer to note 6 on pages 56 to 57 for further details.

CITY OF PICO RIVERA MANAGEMENT'S DISCUSSION AND ANALYSIS June 30, 2023

Business-type activities - Overall, business-type debt at year-end is \$17.842 million. Business-type activities total indebtedness increased during the year by \$1.167 million due to the increase of net pension liabilities by \$2.307 million with no significant changes in staffing; this increase has been offset by \$1.125 million principal payment for the 1999 Water Authority Revenue Bonds. Please refer to note 6 on pages 57 to 58 for further details.

City of Pico Rivera Outstanding Long-Term Liabilities Fiscal Year ended June 30, 2023 and June 30, 2022

Bonded Indebtedness:
Revenue bonds
Certificates of Participation
Bond premium
Bond discount
Other long-term debt:
Net pension liabilities
Other post-employment benefits
Claims and judgements
Compensated absences

Total Indebtedness

G	o v e rn m e n ta	a I A	A c tivitie s	Business-Type Activities			101	Total			
	2023		2022	2023 2022			2022 2021				
d)	22.067.000	r.	24060000	Ф	0.100.000	0	0.205.000		22 117 000		2 4 2 4 7 0 0 0
\$	23,965,000	\$	24,960,000	\$	8,180,000	\$	9,305,000	\$	32,145,000	\$	34,265,000
	13,405,000		13,695,000		-		-		13,405,000		13,695,000
	2,730,302		2,887,775		232,506		272,364		2,962,808		3,160,139
	-		-		-		-		-		
	35,272,270		23,242,557		7,520,930		5,214,285		42,793,200		28,456,842
	15,511,905		14,846,687		1,609,402		1,594,827		17,121,307		16,441,514
	2,190,000		2,308,000		-		-		2,190,000		2,308,000
	1,719,281		1,468,505		299,293		288,947		2,018,574		1,757,452
\$	94,793,758	\$	83,408,524	\$	17,842,131	S	16,675,423	\$	112,635,889	S	100,083,94

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The General Fund realized a \$9.579 million operating surplus (operating revenues less operating expenditures) as of June 30, 2023. (When Transfer In/Transfer Out are included, the net change in fund balance was \$9.048 million.)

The Fiscal Year 2023-24 General Fund budget is balanced. The City's sales tax and property tax revenues are projected to increase 2%-3% in FY 2023-24. Given the ongoing national economic challenges, including continuing inflation, constrained supply in the goods, services, and labor markets, more stringent Federal monetary policies and market volatility, the City will continue enhancing revenues and improving operational efficiency to ensure financial sustainability and security.

The budget document will be the basis of an ongoing effort to monitor the City's finances. Staff provides monthly and quarterly updates to the City Council to ensure the City stays on its financial plan and our ongoing budgets remain balanced and on the path to a sustainable future.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for readers of the financial statements. Questions concerning any of the information in this report or requests for additional financial information should be addressed to the Director of Administrative Services, City of Pico Rivera, California.

CITY OF PICO RIVERA, CALIFORNIA STATEMENT OF NET POSITION JUNE 30, 2023

	Governmental Activities	Business-Type Activities	Total	
ASSETS		<u> </u>		
Cash and Investments	\$ 95,407,096	\$ 20,847,087	\$ 116,254,183	
Restricted Cash and Investments:				
Cash and Investments with Fiscal Agents	6,829,385	1,083,143	7,912,528	
Escrow Deposits	2,339	-	2,339	
Receivables, Net:				
Accounts	6,209,115	6,383,280	12,592,395	
Taxes	7,147,881	-	7,147,881	
Interest	458,680	71,404	530,084	
Internal Balances	19,701,636	(19,701,636)	-	
Inventories	3,825	-	3,825	
Prepaid Items	152,617	-	152,617	
Long-Term Receivables	3,855,366	-	3,855,366	
Land Held for Resale	1,701,360	-	1,701,360	
Receivables from Successor Agency	15,070,401	192,770	15,263,171	
Capital Assets, Not Depreciated	157,006,920	35,872,220	192,879,140	
Capital Assets, Depreciated, Net	121,625,306	23,305,733	144,931,039	
Total Assets	435,171,927	68,054,001	503,225,928	
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Amount on Refunding	1,474,284	· ·	1,474,284	
Amounts Related to OPEB	2,147,827	222,843	2,370,670	
Amounts Related to Pension Plans	9,527,268	2,032,862	11,560,130	
Total Deferred Outflows of Resources	13,149,379	2,255,705	15,405,084	
LIABILITIES				
Accounts Payable	7,780,790	3,075,905	10,856,695	
Accrued Interest Payable	346,422	74,983	421,405	
Accrued Liabilities	847,771	513,715	1,361,486	
Deposits	901,332	609,557	1,510,889	
Retention Payable	416,907	155,309	572,216	
Unearned Revenue	5,824,425	14,953	5,839,378	
Due to Other Agencies	3,849,131	14,955	3,849,131	
Long-Term Liabilities:	3,049,131	-	3,049,131	
Due Within One Year	2,470,699	1,219,929	3,690,628	
Due in More Than One Year:	2,470,099	1,219,929	3,090,020	
Long-Term Liabilities	41,600,203	7,491,870	49,092,073	
Net OPEB Liability	15,511,905	1,609,402	17,121,307	
Net Pension Liability				
Total Liabilities	35,272,270 114,821,855	7,520,930 22,286,553	42,793,200 137,108,408	
Total Liabilities	114,021,033	22,200,333	137,100,400	
DEFERRED INFLOWS OF RESOURCES				
Amounts Related to OPEB	4,569,717	474,121	5,043,838	
Amounts Related to Pension Plans	1,462,001	312,273	1,774,274	
Total Deferred Inflows of Resources	6,031,718	786,394	6,818,112	
NET POSITION				
Net Investment in Capital Assets	244,677,341	50,610,138	295,287,479	
Restricted for Community Development	10,896,869	-	10,896,869	
Restricted for Transportation	14,552,153	-	14,552,153	
Restricted for Low- and Moderate-Income Housing	3,259,813	-	3,259,813	
Restricted for Pension Contribution	1,288,720	-	1,288,720	
Restricted for Other Purposes	1,187,098		1,187,098	
Unrestricted	51,605,739	(3,373,379)	48,232,360	
Total Net Position	\$ 327,467,733	\$ 47,236,759	\$ 374,704,492	

CITY OF PICO RIVERA, CALIFORNIA STATEMENT OF ACTIVITIES YEAR ENDED JUNE 30, 2023

		Program Revenues				
		Charges	Operating	Capital		
		for	Grants and	Grants and		
	Expenses	Services	Contributions	Contributions		
FUNCTIONS/PROGRAMS						
Governmental Activities:						
General Government	\$ 10,634,542	\$ 1,161,745	\$ 3,062,648	\$ -		
Public Safety	12,661,589	1,144,044	214,702	-		
Public Works	15,857,499	991,248	7,012,517	3,207,183		
Parks and Recreation	8,540,605	487,136	1,857,430	-		
Health and Welfare	7,274,930	184,645	1,598,505	-		
Community Development	5,957,282	2,003,316	8,300,578	-		
Interest and Fiscal Charges	1,394,492					
Total Governmental Activities	62,320,939	5,972,134	22,046,380	3,207,183		
Business-Type Activities:						
Water	7,461,720	10,989,386	-	2,518,595		
Pico Rivera Innovative Municipal Energy	18,935,357	24,006,009	246,661	-		
Sports Arena	(2,795)	318,378	-	-		
Golf	1,420,585	755,542	-	-		
Total Business-Type Activities	27,814,867	36,069,315	246,661	2,518,595		
Total	\$ 90,135,806	\$ 42,041,449	\$ 22,293,041	\$ 5,725,778		

GENERAL REVENUES

Taxes:

Property

Sales and Use

Franchise

Utility Users

Other

Unrestricted Investment Earnings

Gain on sale of capital assets

Miscellaneous

Transfers

Total General Revenues and Transfers

CHANGE IN NET POSITION

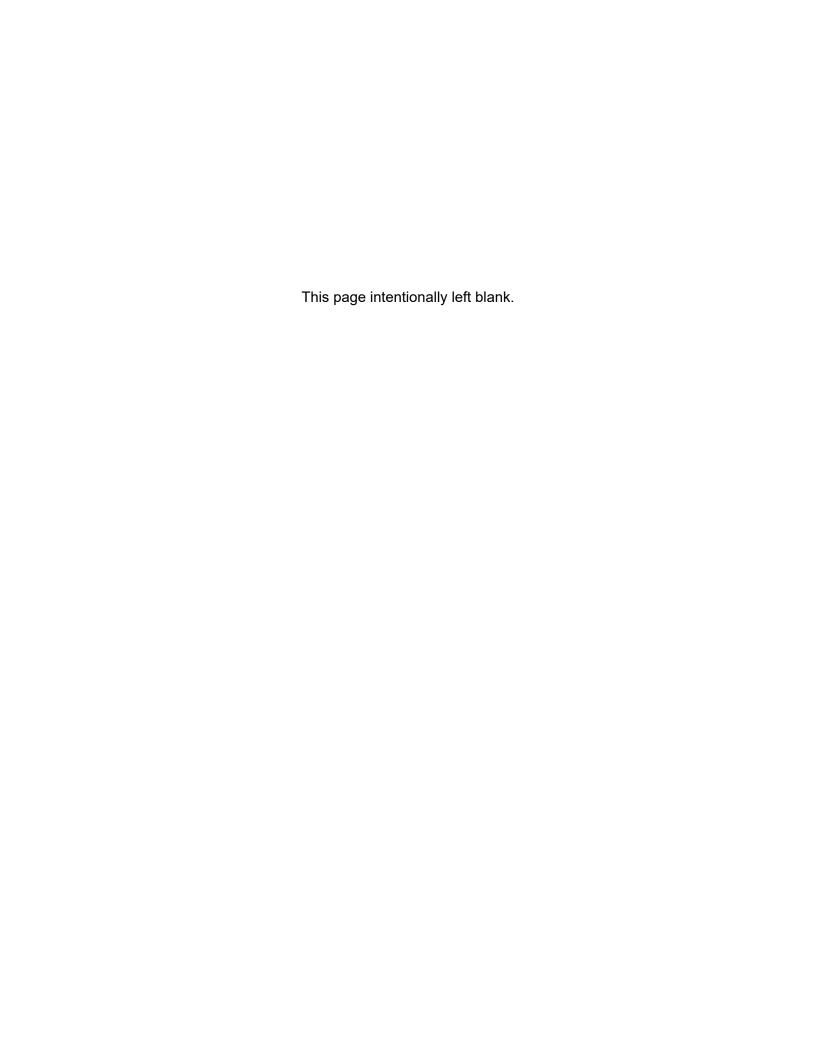
Net Position - Beginning of Year

NET POSITION - END OF YEAR

CITY OF PICO RIVERA, CALIFORNIA STATEMENT OF ACTIVITIES (CONTINUED) YEAR ENDED JUNE 30, 2023

Net (Expense) Revenue and Changes in Net Position

	Changes in Net Position					
Govern	nmental	Вι	ısiness-Type			
Acti	vities		Activities		Total	
\$ (6,	410,149)	\$	_	\$	(6,410,149)	
•	302,843)	Ψ	_	Ψ	(11,302,843)	
	646,551)		_		(4,646,551)	
	196,039)		_		(6,196,039)	
	491,780)		_		(5,491,780)	
	346,612		_		4,346,612	
	394,492)		-		(1,394,492)	
	095,242)		-		(31,095,242)	
				· -	· -	
			0.040.004		0.040.004	
	-		6,046,261		6,046,261	
	-		5,317,313		5,317,313	
	-		321,173		321,173	
			(665,043) 11,019,704		(665,043) 11,019,704	
			11,019,704		11,019,704	
(31,	095,242)		11,019,704		(20,075,538)	
15,	016,822		-		15,016,822	
25,	116,979		-		25,116,979	
2,	063,404		-		2,063,404	
4,	001,578		-		4,001,578	
	867,144		-		3,867,144	
	035,505		423,345		2,458,850	
	928,625		-		928,625	
1,	793,456		-		1,793,456	
	(56,438)		56,438		<u>-</u>	
54,	767,075		479,783		55,246,858	
23,	671,833		11,499,487		35,171,320	
303,	795,900		35,737,272		339,533,172	
\$ 327,	467,733	\$	47,236,759	\$	374,704,492	



CITY OF PICO RIVERA, CALIFORNIA DESCRIPTION OF MAJOR FUNDS JUNE 30, 2023

GOVERNMENTAL FUNDS

General Fund is the City's primary operating fund and accounts for all the financial resources of the general government, except those required to be accounted for in another fund.

Housing Agency Section 8 Special Revenue Fund accounts for rental assistance expenditures incurred to assist very low and low-income families in meeting their housing needs. Funds are provided by the U.S. Department of Housing and Urban Development.

American Rescue Plan Special Revenue Fund accounts for funds received from the U.S. (federal) government to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.

2018 Series A COP Capital Projects Fund accounts for activity related to the City's capital projects that are funded by the 2018 Series A Certificates of Participation.

ENTERPRISE FUND

Water Operations Fund accounts for the operation and maintenance of the City's water treatment, water transmission, and distribution system.

Pico Rivera Innovative Municipal Energy (PRIME) Fund accounts for the operation of the City's Community Choice Aggregation Program, which allows residents to choose their electric power provider and the source of their electricity.

INTERNAL SERVICE FUND (NONMAJOR)

This fund accounts for the financing of services provided from one department to another on a costreimbursement basis.

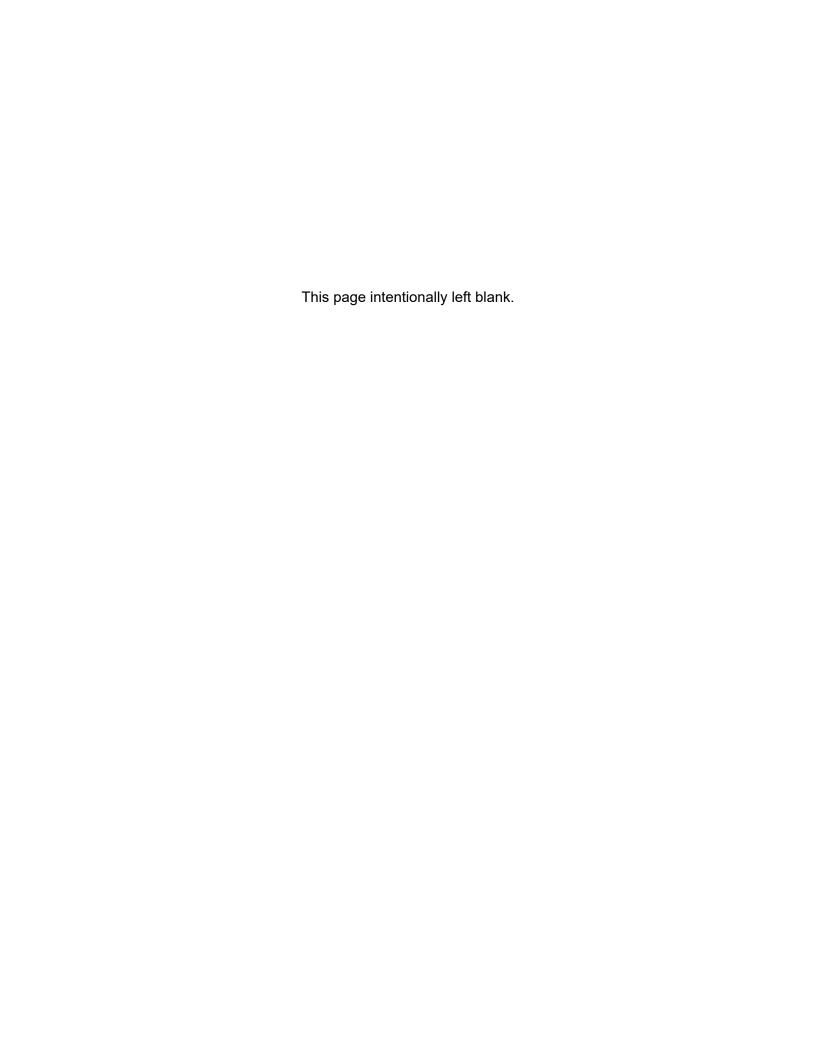
Equipment Replacement Fund accounts for expenditures made for the purpose of purchasing equipment to replace obsolete, broken, or other items in which it is economically unfeasible to continue repairing.

CITY OF PICO RIVERA, CALIFORNIA GOVERNMENTAL FUNDS BALANCE SHEET JUNE 30, 2023

		Special Rev	enue Funds
	General	Housing Agency Section 8	American Rescue Plan
ASSETS	Conorai		
Cash and Investments Restricted Cash and Investments:	\$ 47,223,118	\$ 551,892	\$ 4,544,655
Cash and Investments with Fiscal Agents	1,288,720	-	-
Escrow Deposits	-	2,339	-
Receivables: Accounts	153,258	_	_
Taxes	6,679,717	-	-
Interest	322,298	-	-
Due from Other Funds	2,347,765	-	-
Inventories Advance to Other Funds	3,825 19,877,636	-	-
Long-Term Receivables	-	_	-
Prepaid Items	147,363	-	-
Land Held for Resale	1,701,360	-	-
Receivables from Successor Agency Total Assets	13,557,003 \$ 93,302,063	\$ 554,231	\$ 4,544,655
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts Payable	\$ 2,240,838	\$ 3,207	\$ -
Accrued Liabilities Due to Other Funds	780,674 176,000	15,580	-
Deposits	898,993	2,339	-
Retention Payable	-	· -	-
Unearned Revenue	202,011	-	4,544,655
Due to Other Agencies Total Liabilities	4,298,516	21,126	4,544,655
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue	6,733,576	_	-
Total Deferred Inflows of Resources	6,733,576		
FUND BALANCES (DEFICIT)			
Nonspendable	26,900,752	-	-
Restricted	1,335,720	533,105	-
Committed Assigned	28,903,778 20,990,019	-	-
Unassigned	4,139,702	-	- -
Total Fund Balances (Deficit)	82,269,971	533,105	
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 93,302,063	\$ 554,231	\$ 4,544,65 <u>5</u>
or recognices, and rand balances	₩ 00,002,000	<u> </u>	₩ 1,5++000

CITY OF PICO RIVERA, CALIFORNIA GOVERNMENTAL FUNDS BALANCE SHEET (CONTINUED) JUNE 30, 2023

	oital Projects Fund 18 Series A COP	Other Governmental Funds	Total Governmental Funds
\$	100,833	\$ 42,120,982	\$ 94,541,480
	5,540,665 -		6,829,385 2,339
-\$	- - - - - - - - - - - - -	6,055,857 468,164 131,907 - - 3,855,366 5,254 - 1,513,398 \$ 54,150,928	6,209,115 7,147,881 454,205 2,347,765 3,825 19,877,636 3,855,366 152,617 1,701,360 15,070,401 \$ 158,193,375
	0,011,100	0111001020	<u> </u>
\$	519,714 9 - 34,276 - 553,999	\$ 5,017,031 51,508 2,347,765 - 382,631 1,077,759 3,849,131 12,725,825	\$ 7,780,790 847,771 2,523,765 901,332 416,907 5,824,425 3,849,131 22,144,121
	<u>-</u>	3,859,227 3,859,227	10,592,803 10,592,803
	5,087,499 - - - 5,087,499	26,083,500 - 13,312,296 (1,829,920) 37,565,876	26,900,752 33,039,824 28,903,778 34,302,315 2,309,782 125,456,451
\$	5.641.498	\$ 54,150,928	\$ 158,193,375



CITY OF PICO RIVERA, CALIFORNIA RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION JUNE 30, 2023

\$ 125,456,451

(42,943,040)

(45,140,798)

Amounts reported for governmental activities in the statement of net position are different because: Capital and leased assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds: Capital Assets \$ 441,952,014 Lease Assets 60,138 Less: Accumulated Depreciation (163,771,232) Subtotal 278,240,920 Interest receivable on certain long-term loans and certain grants receivable are not available to pay for current-period expenditures and therefore are deferred in the governmental funds. In the statement of net position, these receivables are recognized as earned revenues. 10,592,803 Internal service funds were used by management to charge the costs of certain activities to individual funds. The assets and liabilities of the internal service funds were included in governmental activities in the statement of net position. 1,261,397 Long-term liabilities and related accrued interest payable are not due and payable in the current period and therefore are not reported in the governmental funds: Compensated Absences (1,719,281)Claims Payable (2,190,000)Accrued Interest Payable (346,422)Lease Liability (61,319)Revenue Bonds Payable (40,100,302)Deferred Amount on Refunding 1,474,284

Pension and OPEB related debt applicable to the City's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. Deferred outflows of resources and deferred inflows of resources related to pensions and OPEB are only reported in the statement of net position as the changes in these amounts affect only the government-wide statements for governmental activities:

Deferred Outflows of Resources Related to OPEB	2,147,827
Deferred Inflows of Resources Related to OPEB	(4,569,717)
Net OPEB Liability	(15,511,905)
Deferred Outflows of Resources Related to Pensions	9,527,268
Deferred Inflows of Resources Related to Pensions	(1,462,001)
Net Pension Liability	(35,272,270)
Subtotal	

Net Position of Governmental Activities \$327,467,733

Subtotal

Fund Balances (Deficits) for Governmental Funds

CITY OF PICO RIVERA, CALIFORNIA GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES YEAR ENDED JUNE 30, 2023

		Special Revenue Funds			
		Housing	American		
		Agency	Rescue		
DEVENUEO.	General	Section 8	Plan		
REVENUES	ተ 44 500 000	φ	φ		
Taxes and Assessments Licenses and Permits	\$ 44,582,928	\$ -	\$ -		
Intergovernmental	5,776,946 261,178	6,172,837	-		
Charges for Services	1,561,583	0,172,037	-		
Fines, Forfeitures, and Penalties	1,171,765	<u>-</u>	_		
Investment and Rental	1,023,396	446	_		
Miscellaneous	2,117,855	32,558	<u>-</u>		
Total Revenues	56,495,651	6,205,841			
Total Nevertues	00,400,001	0,200,041			
EXPENDITURES					
Current:					
General Government	10,960,163	-	-		
Public Safety	12,651,644	-	-		
Public Works	10,051,681	-	-		
Parks and Recreation	5,880,692	-	-		
Health and Welfare	-	6,147,787	-		
Community Development	5,988,525	, , , , <u>-</u>	-		
Capital Outlay	364,171	-	-		
Debt Service:					
Principal	995,000	-	-		
Interest and Fiscal Charges	926,250	-	-		
Lease Principal	25,205	-	-		
Lease Interest	1,876	-	-		
Total Expenditures	47,845,207	6,147,787			
EXCESS OF REVENUES OVER					
(UNDER) EXPENDITURES	8,650,444	58,054			
OTHER ENLANGING COURSES (HOES)					
OTHER FINANCING SOURCES (USES):	4.047.040				
Transfers In	1,847,348	-	-		
Transfers Out	(2,378,608)	-	-		
Sale of Capital Assets	928,625				
Total Other Financing Sources (Uses)	397,365				
NET CHANGE IN FUND BALANCES	9,047,809	58,054	-		
Fund Balances (Deficits) - Beginning of Year	73,222,162	475,051			
FUND BALANCES (DEFICITS) - END OF YEAR	\$ 82,269,971	\$ 533,105	\$ -		

CITY OF PICO RIVERA, CALIFORNIA GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (CONTINUED) YEAR ENDED JUNE 30, 2023

Capital Projects Fund 2018 Series A COP	Other Governmental Funds	Total Governmental Funds
\$ -	\$ 2,117,129	\$ 46,700,057
-	16 264 095	5,776,946
-	16,264,085 777,380	22,698,100 2,338,963
-	-	1,171,765
265,256	542,454 93,173	1,831,552 2,243,586
265,256	19,794,221	82,760,969
	628	10,960,791
- -	-	12,651,644
-	3,443,088	13,494,769
- -	1,715,243 1,127,143	7,595,935 7,274,930
-	184,369	6,172,894
7,554,545	11,117,856	19,036,572
290,000	-	1,285,000
546,172	-	1,472,422
-	-	25,205 1,876
8,390,717	17,588,327	79,972,038
(8,125,461)	2,205,894	2,788,931
836,169	2,378,608	5,062,125
-	(2,683,517)	(5,062,125)
836,169	(304,909)	928,625 928,625
(7,289,292)	1,900,985	3,717,556
12,376,791	35,664,891	121,738,895
\$ 5,087,499	\$ 37,565,876	\$ 125,456,451

CITY OF PICO RIVERA, CALIFORNIA RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES YEAR ENDED JUNE 30, 2023

Amounts reported for governmental activities in the statement of activities are different because: Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives as depreciation expenses. This is the amount by which depreciation exceeded capital expenses in the current period: Capital Expenditures Loss on Disposal Transfer of assets Depreciation Expense Subtotal Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental funds: Adjustment to Interest income on Notes Receivable and Advances to Other Funds Grant and Other Revenue Not Available to Pay for Current-Period Expenditures Subtotal Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds: Net Change in Claims Payable Net Change in Claims Payable Net Change in Calmina Payable Net Change in Calmina Payable Net Change in Claims Payable Net Change in Change in Claims Payable Net Change in Change in Claims Payable Net Change in Claims Payable Net Change in Change in Claims Payable Net Change in Change Interest includes the change in the OPEB liability, and related change in the CPEB liability, and related change in pension amounts for deferred outflows of resources. Pension expense reported in the governmental funds includes the annual required contributions. In the statement of activities, pen	Net Change in Fund Balances - Total Governmental Funds		\$	3,717,556
the statement of activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense. This is the amount by which depreciation exceeded capital expenses in the current period: Capital Expenditures Loss on Disposal Transfer of assets Depreciation Expense Subtotal Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental funds: Adjustment to Interest Income on Notes Receivable and Advances to Other Funds Grant and Other Revenue Not Available to Pay for Current-Period Expenditures Subtotal Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds: Net Change in Claims Payable Net Change in Claims Payable Subtotal Long-term liability activities are presented as financing sources and uses in the governmental funds but are reported as long-term liabilities in the statement of net position: Principal Payments on Long-Term Liabilities Principal Payments on Lease Liabilities Tongial Payments on Lease Liabilities Subtotal Internal service funds were used by management to charge the cost of certain activities to the individual funds. The net revenue of the internal service funds was reported with governmental activities. PEB expense reported in the governmental funds includes the insurance premiums paid. In the statement of activities, OPEB expenses includes the change in the OPEB liability, and related change in OPEB amounts for deferred outflows of resources and deferred inflows of resources. Pension expense reported in the governmental funds includes the annual required contributions. In the statement of activities, pension expense includes the change in the net pension iliability, and related change in pension amounts for deferred outflows of resources and deferred inflows of resources.				
resources are not reported as revenues in the governmental funds: Adjustment to Interest Income on Notes Receivable and Advances to Other Funds Grant and Other Revenue Not Available to Pay for Current-Period Expenditures Subtotal Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds: Net Change in Claims Payable Net Change in Compensated Absences Subtotal Long-term liability activities are presented as financing sources and uses in the governmental funds but are reported as long-term liabilities in the statement of net position: Principal Payments on Long-Term Liabilities Principal Payments on Lease Liabilities Principal Payments on Lease Liabilities Subtotal Internal service funds were used by management to charge the cost of certain activities to the individual funds. The net revenue of the internal service funds was reported with governmental activities. OPEB expense reported in the governmental funds includes the insurance premiums paid. In the statement of activities, OPEB expenses includes the change in the OPEB liability, and related change in OPEB amounts for deferred outflows of resources and deferred inflows of resources. Pension expense reported in the governmental funds includes the annual required contributions. In the statement of activities, opEB expenses includes the change in the OPEB liability, and related change in pension amounts for deferred outflows of resources and deferred inflows of resources. 72,155	the statement of activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense. This is the amount by which depreciation exceeded capital expenses in the current period: Capital Expenditures Loss on Disposal Transfer of assets Depreciation Expense	(710) (56,438)	1	4,688,586
use of current financial resources and therefore are not reported as expenditures in the governmental funds: Net Change in Claims Payable Net Change in Compensated Absences Subtotal Long-term liability activities are presented as financing sources and uses in the governmental funds but are reported as long-term liabilities in the statement of net position: Principal Payments on Long-Term Liabilities Principal Payments on Lease Liabilities on the statement of activities on the sind payments Principal Payments on Lease Liabilities on the statement of activities on the industrial Payments Principal Payments on Lease Liabilities on the statement of activities on the industrial Payments Principal Payments on Lease Liabilities Principal Payments on Lease Liabilities Principal Payments on Lease Liabilities on the statement of activities on th	resources are not reported as revenues in the governmental funds: Adjustment to Interest Income on Notes Receivable and Advances to Other Funds Grant and Other Revenue Not Available to Pay for Current-Period Expenditures			2,345,292
in the governmental funds but are reported as long-term liabilities in the statement of net position: Principal Payments on Long-Term Liabilities Principal Payments on Lease Liabilities Principal Payments of Exp. 25,205 Principal Payments of Liabilities Principal Payments of Liabilities Principal Payments of Liabilities Principal Payments on Loads On Payments of Exp. 25,205 Principal Payments on Loads On Payments of Exp. 25,205 Principal Payments on Lease Liabilities Principal Payments on Loads On Payments of Exp. 25,205 Principal Payments on Loads On Payments of Exp. 25,205 Principal Payments on Loads On Payments of Exp. 25,205 Principal Payments on Loads On Payments of Exp. 25,205 Principal Payments on Loads On Payments of Exp. 25,205 Principal Payments on Loads On Payments of Exp. 25,205 Principal Pay	use of current financial resources and therefore are not reported as expenditures in the governmental funds: Net Change in Claims Payable Net Change in Compensated Absences			(132,776)
certain activities to the individual funds. The net revenue of the internal service funds was reported with governmental activities. OPEB expense reported in the governmental funds includes the insurance premiums paid. In the statement of activities, OPEB expenses includes the change in the OPEB liability, and related change in OPEB amounts for deferred outflows of resources and deferred inflows of resources. 1,374,823 Pension expense reported in the governmental funds includes the annual required contributions. In the statement of activities, pension expense includes the change in the net pension liability, and related change in pension amounts for deferred outflows of resources and deferred inflows of resources. 72,155	in the governmental funds but are reported as long-term liabilities in the statement of net position: Principal Payments on Long-Term Liabilities Principal Payments on Lease Liabilities Amortization of Deferred Bond Charges Change in Accrued Interest	25,205 65,331		1,390,011
premiums paid. In the statement of activities, OPEB expenses includes the change in the OPEB liability, and related change in OPEB amounts for deferred outflows of resources and deferred inflows of resources. 1,374,823 Pension expense reported in the governmental funds includes the annual required contributions. In the statement of activities, pension expense includes the change in the net pension liability, and related change in pension amounts for deferred outflows of resources and deferred inflows of resources. 72,155	certain activities to the individual funds. The net revenue of the internal			216,186
required contributions. In the statement of activities, pension expense includes the change in the net pension liability, and related change in pension amounts for deferred outflows of resources and deferred inflows of resources. 72,155	premiums paid. In the statement of activities, OPEB expenses includes the change in the OPEB liability, and related change in OPEB amounts			1,374,823
Change in Net Position of Governmental Activities \$ 23.671.833	required contributions. In the statement of activities, pension expense includes the change in the net pension liability, and related change in pension amounts for deferred outflows of resources and deferred inflows			72 <u>,</u> 155_
	Change in Net Position of Governmental Activities		\$ 2	23,671,833

CITY OF PICO RIVERA, CALIFORNIA PROPRIETARY FUNDS STATEMENT OF NET POSITION JUNE 30, 2023

	Busi	nds	Governmental Activities		
	Water Operations	Pico Rivera Innovative Municipal Energy	Other Funds	Total	Equipment Replacement Internal Service Fund
ASSETS					
Current Assets:					
Cash and Investments Receivables, Net:	\$ 12,154,901	\$ 7,894,845	\$ 797,341	\$ 20,847,087	\$ 865,616
Accounts	1,508,658	4,814,421	60,201	6,383,280	_
Interest	67,669	-	3,735	71,404	4,475
Due from Successor Agency	176,000			176,000	
Total Current Assets	13,907,228	12,709,266	861,277	27,477,771	870,091
Noncurrent Assets: Restricted Cash and Investments with Fiscal Agent	883,143	200,000	-	1,083,143	-
Receivables from Successor Agency	192,770	-	-	192,770	-
Capital Assets, Not Depreciated	35,829,907	-	42,313	35,872,220	-
Capital Assets, Depreciated, Net Total Noncurrent Assets	23,070,834	- 200 000	234,899	23,305,733	391,306
Total Noncurrent Assets	59,976,654	200,000	277,212	60,453,866	391,306
Total Assets	73,883,882	12,909,266	1,138,489	87,931,637	1,261,397
DEFERRED OUTFLOWS OF RESOURCES					
Amounts Related to OPEB	196,766	26,077	=	222,843	-
Amount Related to Pensions	1,882,707	118,969	31,186	2,032,862	
Total Deferred Outflows of Resources	2,079,473	145,046	31,186	2,255,705	
LIABILITIES					
Current Liabilities: Accounts Payable	1,367,819	1,605,692	102,394	3,075,905	
Accounts Fayable Accrued Interest Payable	74,983	1,005,092	102,394	74,983	-
Accrued Liabilities	113,983	343,077	56,655	513,715	_
Unearned Revenue	14,953	-	-	14,953	-
Deposits	609,557	=	=	609,557	-
Retentions Payable	155,309	-	-	155,309	-
Bonds Payable - Current Portion	1,190,000	-	-	1,190,000	-
Compensated Absences - Current Portion Total Current Liabilities	28,032 3,554,636	1,898 1,950,667	159,049	29,929 5,664,351	
Total Current Elabilities	3,334,030	1,930,007	139,049	3,004,331	
Noncurrent Liabilities:					
Advance from Other Funds	16,084,289	-	3,793,347	19,877,636	-
Bonds Payable	7,222,506	47.070	-	7,222,506	-
Compensated Absences Net OPEB Liability	252,285 1,421,068	17,078 188,334	-	269,364 1,609,402	-
Net Of Eliability Net Pension Liability	6,965,407	440,145	115,378	7,520,930	_
Total Noncurrent Liabilities	31,945,555	645,557	3,908,725	36,499,838	
Total Liabilities	35,500,191	2,596,224	4,067,774	42,164,189	
DEFENDED INFLOWS OF DESCRIPTION					
DEFERRED INFLOWS OF RESOURCES Amounts Related to OPEB	418,639	55,482		474,121	
Amounts Related to Pensions	289,207	18,275	4,791	312,273	-
Total Deferred Inflows of Resources	707,846	73,757	4,791	786,394	
NET POSITION	E0 333 030		077 040	E0 640 400	
Net Investment in Capital Assets Unrestricted	50,332,926	- 10,384,331	277,212	50,610,138	- 1,261,397
Oniconicied	(10,577,608)	10,304,331	(3,180,102)	(3,373,379)	1,201,387
Total Net Position	\$ 39,755,318	\$ 10,384,331	\$ (2,902,890)	\$ 47,236,759	\$ 1,261,397

CITY OF PICO RIVERA, CALIFORNIA PROPRIETARY FUNDS STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION YEAR ENDED JUNE 30, 2023

	Business-Type Activities - Enterprise Funds							
	Pico Rivera							
		Innovative						
	Water	Municipal	Other		Internal			
	Operations	Energy	Funds	Total	Service Fund			
OPERATING REVENUES	* 40.000.040	* • • • • • • • • • • • • • • • • • • •	* 4.070.000	* 05 000 040	•			
Charges for Services	\$ 10,980,819	\$ 23,848,107	\$ 1,073,920	\$ 35,902,846	\$ -			
Miscellaneous	8,567	157,902	4 070 000	166,469	226,950			
Total Operating Revenues	10,989,386	24,006,009	1,073,920	36,069,315	226,950			
OPERATING EXPENSES								
Cost of Power	-	17,747,976	-	17,747,976	-			
Salaries and Benefits	2,374,453	243,012	81,859	2,699,324	-			
Contractual Services	(275,385)	665,906	52,595	443,116	-			
Insurance Claims and Expenses	275,926	132	1,207	277,265	-			
Administrative	2,691,469	278,331	915,642	3,885,442	-			
Utilities	436,968	-	243,745	680,713	-			
Repairs and Maintenance	332,656	-	92,875	425,531	5,340			
Depreciation	1,164,029		29,867	1,193,896	19,748			
Total Operating Expenses	7,000,116	18,935,357	1,417,790	27,353,263	25,088			
OPERATING INCOME (LOSS)	3,989,270	5,070,652	(343,870)	8,716,052	201,862			
NONOPERATING REVENUES (EXPENSES)								
Investment Income	274,132	136,884	12,329	423,345	14,324			
Grants	2,518,595	246,661	12,020	2,765,256	14,024			
Interest Expense	(461,604)	240,001	_	(461,604)	_			
Total Nonoperating	(401,004)			(+01,00+)				
Revenues (Expenses)	2,331,123	383,545	12,329	2,726,997	14,324			
INCOME (LOSS) REFORE								
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	6,320,393	5,454,197	(331,541)	11,443,049	216,186			
CAPITAL CONTRIBUTIONS	56,438			56,438				
NET INCOME (LOSS)	6,376,831	5,454,197	(331,541)	11,499,487	216,186			
SPECIAL ITEM Forgiveness of Debt	<u>-</u>							
CHANGES IN NET POSITION	6,376,831	5,454,197	(331,541)	11,499,487	216,186			
Net Position - Beginning of Year	33,378,487	4,930,134	(2,571,349)	35,737,272	1,045,211			
NET POSITION - END OF YEAR	\$ 39,755,318	\$ 10,384,331	\$ (2,902,890)	\$ 47,236,759	\$ 1,261,397			

CITY OF PICO RIVERA, CALIFORNIA PROPRIETARY FUNDS STATEMENT OF CASH FLOWS YEAR ENDED JUNE 30, 2023

	Bu	Governmental Activities			
	Bu	Equipment			
	Water	Innovative Municipal	Other		Replacement Internal
	Operations	Energy	Funds	Total	Service Fund
CASH FLOWS FROM OPERATING ACTIVITIES	Operations	Lilorgy	1 dild5	Total	OCIVIOC I UIIU
Receipts from Customers and Users	\$ 11,387,770	\$ 23,059,489	\$ 1,135,311	\$ 35,582,570	\$ 226,950
Payments to Suppliers	(2,699,803)	(19,539,067)	(1,379,676)	(23,618,546)	(8,200)
Payments to Employees	(2,862,260)	(230,040)	(82,471)	(3,174,771)	-
Net Cash Provided (Used) by Operating Activities	5,825,707	3,290,382	(326,836)	8,789,253	218,750
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Grants received	-	246,661	-	246,661	-
Cash Received from Other Funds	-	(3,383,115)	717,239	(2,665,876)	-
Net Cash Provided (Used) by Noncapital Activities		(3,136,454)	717,239	(2,419,215)	
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition of Capital Assets	(10,392,887)	_	(24,245)	(10,417,132)	(411,054)
Capital grants received	2,518,595	_	(24,243)	(10,417,132)	(411,054)
Principal Retired	(1,125,000)	_	_	(1,125,000)	_
Interest Paid	(511,775)	_	_	(511,775)	_
Net Cash Used by Capital and	(011,110)			(011,110)	
Related Financing Activities	(9,511,067)		(24,245)	(9,535,312)	(411,054)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest Received	220,614	136,884	8,975	366,473	11,003
Net Cash Provided by Investing Activities	220,614	136,884	8,975	366,473	11,003
NET INCREASE (DECREASE) IN CASH AND					
CASH EQUIVALENTS	(3,464,746)	290,812	375,133	(2,798,801)	(181,301)
Cash and Cash Equivalents - Beginning of Year	16,502,790	7,804,033	422,208	24,729,031	1,046,917
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 13,038,044	\$ 8,094,845	\$ 797,341	\$ 21,930,230	\$ 865,616

CITY OF PICO RIVERA, CALIFORNIA PROPRIETARY FUNDS STATEMENT OF CASH FLOWS (CONTINUED) YEAR ENDED JUNE 30, 2023

	Business-Type Activities - Enterprise Funds						Governmental Activities			
	Pico Rivera Innovative			ss - Enterprise i unus			Equipment Replacement			
		Water		Municipal		Other				Internal
	(Operations		Energy		Funds		Total	Se	vice Fund
RECONCILIATION OF OPERATING INCOME						_		_		
(LOSS) TO NET CASH PROVIDED (USED)										
BY OPERATING ACTIVITIES										
Operating Income (Loss)	\$	3,989,270	\$	5,070,652	\$	(343,870)	\$	8,716,052	\$	201,862
Adjustments to Reconcile Operating Income (Loss) to										
Net Cash Provided (Used) by Operating Activities:										
Depreciation		1,164,029		-		29,867		1,193,896		19,748
Changes in Operating Assets, Deferred Outflows of										
Resources, Liabilities, and Deferred Inflows of Resources:										
(Increase) Decrease in Accounts Receivable		381,366		(946,520)		61,391		(503,763)		-
(Increase) Decrease in Deferred Outflows of										
Resources - Amount Related to OPEB		(4,552)		(8,799)		-		(13,351)		-
(Increase) Decrease in Deferred Outflows of										
Resources - Amount Related to Pensions		(1,192,501)		(64,908)		(19,683)		(1,277,092)		-
Increase (Decrease) in Accounts Payable		646,549		(846,722)		(93,499)		(293,672)		(2,860)
Increase (Decrease) in Accrued Liabilities		(29,065)		79,260		1,332		51,527		-
Increase (Decrease) in Unearned		4,095		-		-		4,095		-
Increase (Decrease) in Deposits Payable		12,923		-		(1,800)		11,123		-
Increase (Decrease) in Retentions Payable		115,282		-		-		115,282		-
Increase (Decrease) in Net OPEB Liability		(42,227)		56,802		-		14,575		-
Increase (Decrease) in Net Pension Liability		2,203,465		67,163		36,017		2,306,645		-
Increase (Decrease) in Compensated Absences		24,527		(14,181)		-		10,346		-
Increase (Decrease) in Deferred Inflows of										
Resources - Amounts Related to OPEB		(213,344)		(1,325)		-		(214,669)		-
Increase (Decrease) in Deferred Inflows of										
Resources - Amounts Related to Pensions		(1,234,110)		(101,040)		(20,596)		(1,355,746)		-
Total Adjustments		1,836,437		(1,780,270)		17,034		73,201		16,888
Net Cash Provided (Used) by Operating Activities	\$	5,825,707	\$	3,290,382	\$	(326,836)	\$	8,789,253	\$	218,750

CITY OF PICO RIVERA, CALIFORNIA FIDUCIARY FUND DESCRIPTION OF FIDUCIARY FUND JUNE 30, 2023

Fiduciary funds are used to account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, and other governmental units.

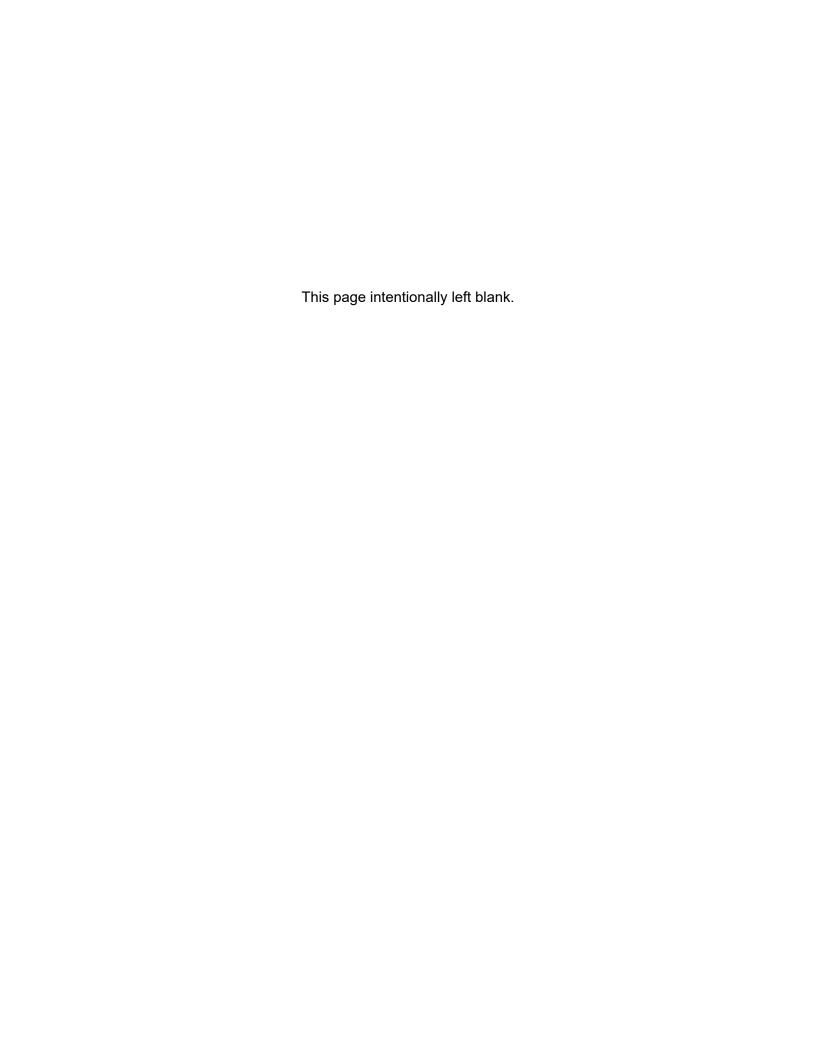
Successor Agency to the City of Pico Rivera Redevelopment Agency Private-Purpose Trust Fund accounts for the activities of the Successor Agency to the Pico Rivera Redevelopment Agency.

CITY OF PICO RIVERA, CALIFORNIA FIDUCIARY FUND STATEMENT OF FIDUCIARY NET POSITION JUNE 30, 2023

	Aç City Re Priv	Successor Agency to the City of Pico Rivera Redevelopment Agency Private-Purpose Trust Fund	
ASSETS			
Cash and Investments	\$	5,713,882	
Restricted Cash and Investments:			
Cash and Investments with Fiscal Agents		1,958	
Accounts Receivable		1,026	
Interest Receivable		37,322	
Loans Receivable		322,627	
Capital Assets:		050.000	
Capital Assets, Not Depreciated		258,023	
Capital Assets, Depreciated, Net		52,291	
Total Assets		6,387,129	
DEFERRED OUTFLOWS OF RESOURCES			
Loss on Refunding		553,069	
LIABILITIES			
Accounts Payable		2,080	
Accrued Liabilities		2,369	
Interest Payable		12,545	
Payable to City of Pico Rivera		48,282,876	
Payable to Pico Rivera Housing Assistance Agency		1,513,398	
Payable to the County of Los Angeles		45,939,514	
Bond payable		9,970,000	
Total Liabilities		105,722,782	
NET POSITION			
Held in Trust for Successor Agency		(98,782,584)	
Total Net Position	<u>\$</u>	(98,782,584)	

CITY OF PICO RIVERA, CALIFORNIA FIDUCIARY FUND STATEMENT OF CHANGES IN FIDUCIARY NET POSITION YEAR ENDED JUNE 30, 2023

ADDITIONS	Successor Agency to the City of Pico Rivera Redevelopment Agency Private-Purpose Trust Fund
ADDITIONS	¢ 3.924.130
Taxes	\$ 3,824,139
Contributions Sale of Property	1,065,000 90,838
Sale of Property	•
Investment Earnings Total Additions	<u>123,024</u> 5,103,001
DEDUCTIONS Administrative Expenses Interest Depreciation Total Deductions	248,090 1,983,308 4,765 2,236,163
CHANGE IN NET POSITION	2,866,838
Net Position - Beginning of Year	(101,649,422)
NET POSITION - END OF YEAR	\$ (98,782,584)



NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES

A. Description of the Reporting Entity

The City of Pico Rivera (the City) was incorporated in January 1958 under the general laws of the state of California. The City is a full-service city and operates under a City Council-Manager form of government.

The Pico Rivera Public Financing Authority (the Financing Authority) was formed as a joint powers authority between the City and the Pico Rivera Redevelopment Agency (the former RDA). Its purpose is to assist in the financing of public capital improvements or projects whenever there are significant public benefits.

The Pico Rivera Water Authority (the Water Authority) was formed as a joint powers authority between the City and the former RDA. Its purpose is to assist the City in its financing objectives by leasing and financing improvements to the City's water supply and distribution system.

The Pico Rivera Housing Assistance Agency (the Agency) was formed to provide safe and sanitary dwelling accommodations in the City to low- and moderate-income individuals.

The City is the primary government unit. Component units are those entities that are financially accountable to the primary government, either because the City appoints a voting majority of the component unit's board, or because the component unit provides a financial benefit or imposes a financial burden on the City.

The Water Authority and Financing Authority (collectively, the Authorities) and the Agency have been accounted for as "blended" component units of the City. Despite being legally separate, these entities are so intertwined with the City that they are, in substance, part of the City's operations. Accordingly, the balances and transactions of the Authorities and Agency are reported within the funds of the City. The activities of the Financing Authority are included in the City's General Fund. Separate financial statements are not available. The activities of the Water Authority are reported in the Water Operations Enterprise Fund. Separate financial statements of the Water Authority may be obtained at City Hall. The activities of the Agency are reported in two Special Revenue Funds (Housing Agency Section 8 Special Revenue Fund and Low and Moderate Income Housing Fund). Separate financial statements are not available.

The following specific criteria were used in determining that the Authorities and the Agency are blended component units.

The members of the City Council also act as the governing body of the Authorities and the Agency.

The Authorities and the Agency are managed by employees of the City. A portion of the City's salary and overhead expenses are billed to the Agency each year.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Description of the Reporting Entity (Continued)

The former Pico Rivera Redevelopment Agency was dissolved effective February 1, 2012, as a result of Assembly Bill x1 26 (the Dissolution Act). It is no longer considered to be a component unit of the City. On January 10, 2012, the City accepted a fiduciary role as the Successor Agency to serve as the custodian for the assets and to wind down the affairs of the former RDA. Successor Agency activity is reported in a fiduciary private-purpose trust fund.

The City's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as applied to governmental agencies. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City's more significant accounting policies are described below.

B. Government-Wide and Fund Financial Statements

The statement of net position and statement of activities (i.e., the government-wide financial statements) display information on all of the nonfiduciary activities of the primary government (the City) and its blended component units. Eliminations have been made to minimize the effect of interfund activity. These statements distinguish between the City's governmental and business-type activities. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the City's governmental activities and for each segment of the City's business-type activities. Direct expenses are those that are specifically associated with a program or function and are clearly identifiable to a particular function. Program revenues include (1) charges paid by the recipients of goods or services offered by the functions or programs and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Under the economic resources measurement focus, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) associated with their activity are included on their statement of net position. Operating statements present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Proprietary funds distinguish operating revenues and expenses from nonoperating items.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year that the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all the eligibility requirements have been satisfied. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the current financial resources measurement focus, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are generally included on their balance sheets. The reported fund balance is considered to be a measure of "available spendable resources."

Under the modified accrual basis of accounting, revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, except for principal and interest on long-term liabilities, claims payable, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of long-term liabilities are reported as other financing sources.

Property taxes, taxpayer-assessed taxes, such as sales taxes, gas taxes, and transient occupancy taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government. Amounts owed to the City, which are not available, are recorded as receivables and deferred inflows of resources.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balance. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period. Long-term receivables in governmental funds are reported on the balance sheets in spite of their spending measurement focus.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

These long-term receivables relate to grant-funded revolving loan programs and are offset by amounts due to the granting agencies since the funding will revert to them upon conclusion of the loan programs.

The City's fiduciary fund financial statements include a Private-Purpose Trust Fund. The Private-Purpose Trust Fund is reported using the "economic resources measurement focus" and the "accrual basis of accounting."

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity with a self-balancing set of accounts established for the purpose of carrying out specific activities or attaining certain objectives in accordance with applicable regulations, restrictions, or limitations. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the fiduciary funds are excluded from the government-wide financial statements.

The City reports the following major governmental funds:

The <u>General Fund</u> is the City's primary operating fund and accounts for all the financial resources of the general government, except those required to be accounted for in another fund.

The <u>Housing Agency Section 8 Special Revenue Fund</u> accounts for rental assistance expenditures incurred to assist very low and low-income families in meeting their housing needs. Funds are provided by the U.S. Department of Housing and Urban Development.

The <u>American Rescue Plan Special Revenue Fund</u> accounts for funds received from the U.S. (federal) government for expenditures incurred to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.

The <u>2018 Series A COP Capital Projects Fund</u> accounts for activity related to the City's capital projects that are financed with the 2018 Series A Certificates of Participation that were issued in the current fiscal year.

The City reports the following major enterprise funds:

The <u>Water Operations Fund</u> accounts for the operation and maintenance of the City's water treatment, water transmission, and distribution system.

The <u>Pico Rivera Innovative Municipal Energy (PRIME) Fund</u> accounts for the operations of the City's Community Choice Aggregation Program, which allows residents to choose their electric power provider and the source of their electricity.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Additionally, the City reports the following fund types:

Governmental Funds

<u>Special Revenue Funds</u> account for proceeds of specific revenue sources that are legally restricted or otherwise designated for specific purposes.

<u>Capital Projects Funds</u> account for financial resources used for the acquisition or construction of major capital facilities.

Proprietary Funds

<u>Enterprise Funds</u> account for operations that are financed and operated in a manner similar to private business enterprises. Costs are financed or recovered primarily through user charges.

<u>Internal Service Fund</u> accounts for the financing of services relating to equipment replacement provided to one department from another on a cost-reimbursement basis.

Fiduciary Fund

<u>Private-Purpose Trust Fund</u> accounts for the Los Angeles County-Auditor Controller's semiannual property tax distributions from the Redevelopment Property Tax Trust Fund of the Successor Agency of the former Pico Rivera Redevelopment Agency to pay amounts due on enforceable obligations of the former Pico Rivera Redevelopment Agency and to pay for specified administrative costs.

D. New Accounting Pronouncements

GASB 96

In May 2020, the GASB issued GASB Statement No. 96, Subscription-Based Information Technology Arrangements. This standard defines a subscription-based information technology arrangement (SBITA); establishes that a SBITA results in a right-to-use subscription asset (an intangible asset) and a corresponding subscription liability; provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and requires note disclosure regarding SBITA. This statement had no effect on the City.

E. Investments

Investments are recorded at fair value (quoted market price or best available estimate thereof). Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Interest earned on cash and investments is credited to the fund, which holds the investment.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Property Taxes

Property taxes include assessments on both secured and unsecured property. Secured property taxes are attached as an enforceable lien on property as of January 1. Taxes are levied on July 1 and are payable in two installments by December 10 and April 10. The County of Los Angeles (the County) bills and collects the property taxes and remits them to the City in installments during the year. The City records property taxes as revenue when received from the County, except for property taxes received within 60 days after fiscal year-end, which are accrued at June 30.

The County is permitted by State of California law (Article XIII A of the California Constitution) to levy taxes at 1% of full fair value (at the time of purchase) and can increase the property's value at no more than 2% per year. The City receives a share of this basic levy.

G. Interfund Transactions

Interfund transactions are reflected as either loans, services provided, reimbursements, or transfers. Loans are reported as receivables and payables as appropriate, are subject to elimination upon consolidation, and are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances."

The principal portion of advances between funds, as reported in the fund financial statements, is offset by a nonspendable fund balance in the General Fund to indicate that they are not available for appropriation and are not available financial resources.

Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs costs, charges the appropriate benefiting fund, and then reduces its related costs as a reimbursement. All other interfund transactions are treated as transfers.

H. Inventories and Prepaid Items

Inventories are recorded as expenditures when consumed rather than when purchased. These inventories are valued at cost and consist of expendable materials and supplies.

When payments to vendors reflect costs applicable to future accounting periods, they are recorded as prepaid items and the expense is recorded using the consumption method.

Inventories and prepaid items are offset by a nonspendable fund balance in the governmental funds to indicate that they are not available for appropriation and are not expendable financial resources.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Restricted Assets

Certain proceeds of debt issues, as well as certain resources set aside for their repayment, are classified as restricted assets in the financial statements because their use is limited by applicable bond covenants.

J. Capital Assets

Capital assets, which include lands, buildings, improvements, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are recorded at the lower of actual historical cost or acquisition value (as of the date donated for contributed assets). The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Building and Structures	40 Years
Improvements Other than Buildings	40 Years
Furniture and Equipment	Up to 25 Years
Infrastructure	Up to 60 Years

It is the City's policy to capitalize all land, building, improvements, and equipment with an estimated useful life greater than one year, except assets costing less than \$5,000, and to capitalize infrastructure assets costing \$50,000 or more. Costs of assets sold or retired (and related amounts of accumulated depreciation) are eliminated from the accounts in the year of sale or retirement and the resulting gain or loss is included in the operating statement of the related fund. In governmental funds, the sale of capital assets is included in the statement of revenues, expenditures, and changes in fund balances as proceeds from sale.

Right-to-use lease assets are initially measured at the present value of payments expected to be made during the lease term, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset.

SBITA assets are initially measured as the sum of the present value of payments expected to be made during the subscription term, payments associated with the SBITA contract made to the SBITA vendor at the commencement of the subscription term, when applicable, and capitalizable implementation costs, less any SBITA vendor incentives received form the SBITA vendor at the commencement of the SBITA term. SBITA assets are amortized in a systematic and rational manner over the shorter of the subscription term or the useful life of the underlying IT assets.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Land Held for Resale

Land held for resale is carried at the lower of acquisition cost or fair value.

L. Compensated Absences

Employees accrue vacation and sick leave benefits. An employee may accumulate vacation leave up to 320 hours and sick leave up to 800 hours. Beginning annually in June, an employee with accumulated sick leave may choose to take any or all of the fiscal year's accumulated sick leave as cash provided it does not exceed 81 hours. Each year in December, employees may opt to cash out any or all vacation leave that exceeds 150 hours. Employees must maintain a balance of 150 hours on the books.

All leave pay (vacation and sick) is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if these amounts have matured as a result of employee resignations and retirements. The adopted reserve policies (see Note 12) provide for an assignment of fund balance in the General Fund for overall "leave liability" above and beyond the liability recorded in the financial statements.

M. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position and the governmental funds balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future periods and will not be recognized as an outflow of resources (expense/expenditure) until that time. The City has the following items that qualify for reporting in this category:

- Deferred amount on refunding reported in the government-wide statement of net position. A deferred amount on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Deferred outflow related to pensions and OPEB, which are equal to the employer contributions made after the measurement date of the net pension liability and net OPEB liability.
- Deferred outflows related to pensions resulting changes in actuarial assumptions.
 These amounts are amortized over a closed period equal to the average of the
 expected remaining service lives of all employees that are provided pensions
 through the plans.
- Deferred outflows related to pensions and OPEB resulting from the difference in projected and actual earnings on investments of the pension and OPEB plan fiduciary net position. These amounts are amortized over five years.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

M. Deferred Outflows/Inflows of Resources (Continued)

In addition to liabilities, the statement of net position and the governmental funds balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net asset that applies to future periods and will not be recognized as an inflow of resources (revenue) until that time. The City has the following that qualify for reporting in this category:

- Deferred inflows from unavailable revenues, which is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from three sources: taxes, investment income, and grants. These amounts are unavailable and will be recognized as an inflow of resources in the period that the amounts become available.
- Deferred inflows related to OPEB resulting changes in actuarial assumptions.
 These amounts are amortized over a closed period equal to the average of the
 expected remaining service lives of all employees that are provided OPEB
 through the plan.
- Deferred inflows related to pensions and OPEB resulting from the difference between expected and actual experience. These amounts are amortized over a closed period equal to the average of the expected remaining service lives of all employees that are provided pensions and OPEB through the plans.

N. Long-Term Obligations

In the government-wide financial statements and proprietary fund types fund financial statements, long-term debt and other long-term obligations are included as liabilities. Bond premiums and discounts are amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, when paid. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as an expenditure.

O. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability and deferred outflows/inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's OPEB Plan and additions to/deductions from the OPEB Plans' fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the City's OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Q. Fund Balances

Fund balance is the difference between the assets, deferred outflows of resources, liabilities, and deferred inflows of resources reported in the City's governmental funds. There are generally limitations on the purpose for which all or a portion of the resources of a governmental fund may be used. The force behind these limitations can vary significantly, depending upon their source. Consequently, the fund balance reported in the annual financial statements is categorized into five components whereby each component identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the fund can be spent.

The fund balances reported on the fund statements consist of the following categories:

Nonspendable – This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted – This classification includes amounts that can be spent only for specific purposes stipulated by constitution and external resource providers or through enabling legislation.

Committed – This classification includes amounts that can be used only for the specific purposes determined by the City Council through the adoption of a resolution prior to the end of the year. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken to remove or revise the limitation.

Assigned – This classification includes amounts to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. Through the adoption of a resolution to approve the City's fund balance policy, the City Council has authorized the City Manager to assign fund balance. In governmental funds, other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed.

Unassigned – This classification includes the residual balance for the government's General Fund and includes all spendable amounts not contained in other classifications. In other funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

NOTE 1 REPORTING ENTITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Fund Balances (Continued)

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balances are available, the City's policy is to apply the restricted fund balance first.

When an expenditure is incurred for purposes for which committed, assigned, or unassigned fund balances are available, the City's policy is to apply the committed fund balance first, then the assigned fund balance, and finally the unassigned fund balance.

R. Net Position

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is classified in the following categories:

Net Investment in Capital Assets – This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the assets.

Restricted Net Position – This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

Unrestricted Net Position – This amount is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the City's practice to consider restricted - net position to have been depleted before unrestricted - net position is applied; however, it is at the City Council's discretion.

S. Statement of Cash Flows

For purposes of the statement of cash flows, cash equivalents are defined as investments with original maturities of 90 days or less, which are readily convertible to known amounts of cash and not subject to significant changes in value from interest rate fluctuations.

T. Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumption that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and related disclosures. Actual results could differ from those estimates.

NOTE 2 CASH AND INVESTMENTS

Cash and Investments

Cash and investments at June 30, 2023 are classified in the accompanying financial statements as follows:

	Statement of		
	Government	Fiduciary	
	Wide	 Funds	Total
Unrestricted Assets:			
Cash and Investments	\$ 116,254,183	\$ 5,713,882	\$ 121,968,065
Restricted Cash and Investments:			
Cash and Investments with Fiscal Agents	7,912,528	1,958	7,914,486
Escrow Deposits	2,339	 	2,339
Total Cash and Investments	\$ 124,169,050	\$ 5,715,840	\$ 129,884,890

Cash and investments at June 30, 2023 consisted of the following:

Cash on Hand	\$	6,295
Deposits with Financial Institutions	1:	5,679,660
Investments	114	4,198,935
Total Cash and Investments	\$ 129	9,884,890

<u>Investments Authorized by the California Government Code and the City's Investment Policy</u>

The table below identifies the investment types that are authorized for the City by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City's investment policy.

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

<u>Investments Authorized by the California Government Code and the City's Investment Policy (Continued)</u>

Authorized Investment Type	Maximum Maturity	Maximum Percentage Allowed*	Maximum Investment in One Issuer
U.S. Treasury Obligations	5 Years	20%	None
U.S. Government Sponsored			
Agency Securities	5 Years	20%	None
Banker's Acceptance Notes	180 Days	20%	5%
Municipal Securities	5 Years	30%	5%
Commercial Paper	270 Days	25%	5%
Corporate Medium Term Notes	5 Years	30%	5%
Collateralized Mortgage Obligations	5 Years	20%	5%
Negotiable Certificates of Deposit	5 Years	30%	5%
Money Market Mutual Funds	N/A	20%	10%
Supranational Securities	N/A	20%	10%
Local Government Investment Pool	N/A	None	None
Local Agency Investment Fund	N/A	None	\$ 75,000,000

^{*} Excluding amounts held by bond trustees that are not subject to California Government Code restrictions.

N/A - Not Applicable

Investments Authorized by Debt Agreements

Investments of debt proceeds held by a bond trustee are governed by the provisions of debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. Investments authorized for funds held by a bond trustee include U.S. Treasury Obligations, U.S. Government Sponsored Agency Securities, Certificates of Deposit, Commercial Paper, Local Agency Bonds, Banker's Acceptance Notes, Money Market Mutual Funds, Investment Contracts, and Repurchase Agreements. There were no limitations on the maximum amount that can be invested in one issuer, maximum percentage allowed or the maximum maturity of an investment, except for the maturity of Banker's Acceptance Notes, which are limited to one year.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Disclosures Relating to Interest Rate Risk (Continued)

Information about the sensitivity of the fair values of the City's investments (including investments held by a bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

	Remaining Maturity (in Months)								
	12 Months			13 to 24		25 to 60			
Investment Type		or Less	Months			Months		Total	
Local Agency Investment Fund	\$	75,195,173	\$	-	\$	-	\$	75,195,173	
U.S. Government Sponsored									
Agency Securities		3,070,079		189,354		707,112		3,966,545	
U.S. Treasury Notes		5,663,782		2,889,344		6,181,602		14,734,728	
Money Market Mutual Funds		184,301		-		-		184,301	
Collateralized Mortgage Obligations		164,759		-		1,392,836		1,557,595	
Supranational		506,671		634,795		-		1,141,466	
Medium-Term Notes		2,165,641		1,941,658		5,597,341		9,704,640	
Held by Fiscal Agent:									
Money Market Mutual Funds		6,425,767		-		-		6,425,767	
PARS Trust Pooled Investments		1,288,720						1,288,720	
Total	\$	94,664,893	\$	5,655,151	\$	13,878,891	\$	114,198,935	

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements and the actual rating, as reported by Standard & Poor's, as of year-end for each investment type:

	Minimum		Rating as of Fiscal Year-End									
Investment Type	Legal Rating	Total as of June 30, 2023		AAA		AA+		AA		Other		Not Rated
Local Agency Investment Fund	N/A	\$ 75,195,173	3 \$	-	\$	-	\$	-	\$	-	\$	75,195,173
U.S. Government Sponsored												
Agency Securities	N/A	3,966,545	5	-		3,966,545		-		-		-
U.S. Treasury Notes*	N/A	14,734,728	3	-		-		-		-		14,734,728
Money Market Mutual Funds	N/A	184,301	l	184,301		-		-		-		-
Supranational	Α	1,141,466	6	1,141,466		-		-		-		-
Collateralized Mortgage Obligations	Α	1,557,595	5	947,072		-		-		-		610,523
Certificates of Deposits								-		-		-
Medium-Term Notes	Α	9,704,640)	1,731,505		389,388		1,030,298		5,719,306		834,143
Held by Fiscal Agent:												
Money Market Mutual Funds	N/A	6,425,767	7	6,425,767		-		-		-		-
PARS Trust Pooled Investments	N/A	1,288,720)			_						1,288,720
Total		\$ 114,198,935	5 \$	10,430,111	\$	4,355,933	\$	1,030,298	\$	5,719,306	\$	92,663,287
			==				=				=	

^{*} U.S. Treasury Notes are not required to be rated.

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Disclosures Relating to Credit Risk (Continued)

The ratings for the "Other" category above are as follows:

	Total as of	Rating as of Fiscal Year-End				
Investment Type	June 30, 2023	A+	Α	A-		
Medium-Term Notes	\$ 5,719,306	\$ 2,312,099	\$ 2,540,222	\$ 866,985		

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments other than the following provision for deposits.

The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. At June 30, 2023, the City and the Successor Agency deposits (bank balances) were insured by the Federal Deposit Insurance Corporation and the remaining balances were collateralized under California law.

For investments identified herein as held by fiscal agent, the trustee selects the investment under the terms of the applicable trust agreement, acquires the investment, and holds the investment on behalf of the reporting government.

Investment in Local Agency Investment Fund

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized-cost basis.

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Cash and Investments – Pension Trust

The City established a trust account with Public Agency Retirement Services (PARS) to hold assets that are legally restricted for use in administering the City's pension plans. The Pension Trust's specific cash and investments are managed by a third-party portfolio manager and invested under a pool arrangement using certain investment guidelines offered by PARS and approved by the City.

Fair Value Measurements

The City categorizes its fair value measurement within the fair value hierarchy established by accounting principles generally accepted in the United States of America. The hierarchy is based on the valuation inputs used to measure the fair value of the assets. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are inputs other than quoted prices included in Level 1 that are observable for the assets and liabilities through corroboration with market data, and Level 3 inputs are significant unobservable inputs.

Assets classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices

	Level 1		Level 2		Level 3		Total
Held by Trustee:					,	<u>.</u>	
Supranational	\$	-	\$	1,141,466	\$	-	\$ 1,141,466
Collateralized Mortgage Obligations		-		1,557,595		-	1,557,595
Medium-Term Notes		-		9,704,640		-	9,704,640
U.S. Treasury Notes		-		14,734,728		-	14,734,728
U.S. Government Sponsored							
Agency Securities				3,966,545			3,966,545
Total Leveled Investments	\$		\$	31,104,974	\$		31,104,974
Investments Not Subject to Fair Value Hie	rarchy:						
Local Agency Investment Fund							75,195,173
Money Market Mutual Funds							184,301
Held by Trustee:							
Money Market Mutual Funds							6,425,767
PARS Trust Pooled Investments							1,288,720
Total Investment Portfolio							\$ 114,198,935

NOTE 3 INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

The composition of interfund balances as of June 30, 2023, is as follows:

Advances To/From Other Funds

Advances to Other Funds	Advances from Other Funds		Amount
General Fund	Water Operations Enterprise Fund		\$ 16,084,289
	Golf Course Enterprise Fund	_	3,793,347
	Total		\$ 19,877,636

In 1999, the Water Authority received an advance from the City's General Fund in connection with the acquisition of water operation capital assets. The Water Authority is obligated to pay off this advance from surplus revenues over 50 years. No interest accrues on this advance. Payments will vary with the level of surplus revenues. No payments were made in fiscal year 2022-23. The balance of the advance at June 30, 2023, is \$16,084,289. The Authority's current outstanding revenue bonds will be paid in full by 2033. The debt service payments will be partially funded by receipts from the receivables due from the Successor Agency, as well as operating income over the next 15 years.

Management has estimated that cash flows from these sources will exceed the debt service requirements of the revenue bonds, and any excess cash flows will be used to pay down the advance from the City. Additionally, once the outstanding revenue bonds are paid in full in fiscal year 2033, the operating income will be available to pay down the advance from the City. Management believes that the Water Authority will have the ability to pay this obligation in full prior to the advance's original maturity date in 2049.

The General Fund made several advances to the Golf Course Enterprise Fund to fund operating expenses. No interest accrues on this advance. Payments will vary with the level of surplus revenues. No payments are expected on this advance in the near term and therefore the City has classified this advance as a noncurrent liability in the accompanying enterprise fund financial statements.

Due to/from Other Funds

The composition of interfund balances as of June 30, 2023, is as follows:

Receivable Fund	Payable Fund	 Amount
General Fund	Other Governmental Funds	\$ 2,347,765
Water Operations Enterprise Fund	General Fund	 176,000
	Total	\$ 2,523,765

The amounts loaned from the General Fund are short-term loans to fund operations of the various funds.

NOTE 3 INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS (CONTINUED)

Transfers

Transfers Out	Transfers In		Amount	
General Fund	Other Governmental Funds (1)	\$	2,378,608	
Other Governmental Funds	General Fund (2) 2018 Series A COP Capital Projects		1,847,348	
	Fund (3)		836,169	
	Total	\$	5,062,125	

- (1) The General Fund transferred \$2,290,695 to Other Governmental for approved capital outlays and \$87,913 to Other Governmental to subsidize expenditures.
- (2) The Other Governmental Funds State Gas Tax Fund and Lighting Assessment District Fund transferred \$1,557,851 and \$289,497, respectively to General Fund for approved street maintenance activities and capital outlays.
- (3) The Other Governmental Fund Measure M transferred \$836,169 for debt service on the 2018 Series A Certificates of Participation.

NOTE 4 LONG-TERM RECEIVABLES

Low-interest home improvement loans were made under the City's Home Loan Program. These loans shall be due and payable in full when the borrower's legal interest in the property, which is security for the loan, is sold, transferred, or conveyed. The outstanding principal balance at June 30, 2023 is \$2,570,592 and is included in the HOME Grant Special Revenue Fund. At June 30, 2023, the City has an allowance of \$845,014 against the outstanding interest receivable related to these loans, as the City cannot ensure the collectability of this balance.

Loans receivable consist of low interest and no interest home improvement loans made from the Community Development Block Grant Special Revenue Fund to qualified low-income homeowners. The low-interest loans are payable in monthly installments over a period of 1 to 20 years. Those loans earning no interest are payable in one lump sum at the time the property is sold or refinanced. Payments received on these loans (principal and interest) are reloaned on a revolving basis under the Home Improvements Program. The outstanding principal balance at June 30, 2023 totaled \$176,409. At June 30, 2023, the City has an allowance of \$42,179 against the outstanding interest receivable related to these loans, as the City cannot ensure the collectability of this balance.

Loans receivable consists of low-interest home improvement loans made form the CalHOME Grant Special Revenue Fund. These loans shall be due and payable in full when the borrower's legal interest in the property, which is security for the loan, is sold, transferred, or conveyed. The outstanding principal balance at June 30, 2023 is \$1,102,130. At June 30, 2023, the City has an allowance of \$146,741 against the outstanding interest receivable related to these loans, as the City cannot ensure the collectability of this balance.

NOTE 4 LONG-TERM RECEIVABLES (CONTINUED)

Home improvement loans to low- and moderate-income households have been made from the Housing Agency LMIHF Special Revenue Fund. These loans are payable in 10 years or when borrowers sell their property, whichever comes first. The outstanding balances, net of an \$42,209 allowance, were zero at June 30, 2023.

Loan receivable from a restaurant group, which was offered as a bridge loan for the purposes of establishing an upscale restaurant in the City was made from the Economic Sustainability Special Revenue Fund. The loan amount of \$287,050 bears interest at the rate of 3% per annum. The loan matures on the earlier of (a) 45 days after the borrower requested disbursement of the allowance in accordance with a lease agreement, (b) 45 days after the borrower has delivered all required documentation as outlined in the lease agreement, or (c) 365 days from the commencement date. All sums unpaid at maturity shall thereafter bear interest at the rate of ten percent (10%) per annum. The outstanding principal and interest balance at June 30, 2023 was \$287,050 and \$149,283, respectively. The City has an allowance against the outstanding principal and interest as the City cannot ensure the collectability of this loan.

Receivables from Successor Agency

Description	General Fund	Other Governmental Funds	Water Operations Enterprise Fund
Long-Term Loans to Finance Improvements and Operations Related to and Within the Former Redevelopment Agency's Project Areas	\$ 18,076,005	\$ -	\$ 257,027
Sales Tax Deferral Loan to Allow Former Redevelopment Agency to Meet its Debt Service Obligations	29,949,844	-	-
Loans to Make Payments to Supplemental Educational Revenue Augmentation Fund	-	1,513,398	-
Purchase of Former Redevelopment Agency's Tax Allocation Bonds, Series 2001 Treated as a Loan (See Note 15 for details) Subtotal	48,025,849	1,513,398	257,027
Reserve on Long-Term Loans Reserve on Sales Tax Deferral Loan	(4,519,002) (29,949,844)		(64,257)
Total	\$ 13,557,003	\$ 1,513,398	\$ 192,770

NOTE 5 CAPITAL AND LEASE ASSETS

Governmental Activities

Capital and leased asset activity for the year ended June 30, 2023, was as follows:

	Balance at July 1, 2022	Additions	Deletions	Transfers	Balance at June 30, 2023
Capital Assets, Not Being					
Depreciated:					
Land	\$ 118,908,710	\$ 1,787,654	\$ -	\$ -	\$ 120,696,364
Construction in Progress	22,684,844	18,889,636	(710)	(5,263,214)	36,310,556
Total Capital Assets, Not					
Being Depreciated	141,593,554	20,677,290	(710)	(5,263,214)	157,006,920
Capital Assets, Being Depreciated					
and Amortized					
Structures and Improvements	25,590,725	-	-	-	25,590,725
Furniture and Equipment	7,291,797	942,279	(304,386)	(240,089)	7,689,601
Infrastructure	247,089,714	-		5,263,214	252,352,928
Right to Use Asset - Equipment	111,108				111,108
Total Capital Assets, Being					
Depreciated and Amortized	280,083,344	942,279	(304,386)	5,023,125	285,744,362
Less Accumulated Depreciation for:					
Structures and Improvements	(13,120,992)	(555,867)	-	-	(13,676,859)
Furniture and Equipment	(5,971,704)	(239,483)	304,386	183,651	(5,723,150)
Infrastructure	(139,006,383)	(5,661,694)	-	-	(144,668,077)
Less Accumulated Amortization for:					
Right to Use Asset - Equipment	(25,485)	(25,485)			(50,970)
Total Accumulated					
Depreciation	(158,124,564)	(6,482,529)	304,386	183,651	(164,119,056)
Total Capital Assets, Being					
Depreciated Amortized, Net	121,958,780	(5,540,250)		5,206,776	121,625,306
Governmental Activities					
Capital and Leased Assets	\$ 263,552,334	\$ 15,137,040	\$ (710)	\$ (56,438)	\$ 278,632,226

Depreciation expense was charged to functions of the governmental activities as follows:

General Government	\$ 395,487
Public Safety	9,945
Public Works	4,879,040
Parks and Recreation	1,164,219
Community Development	 8,353
Total Depreciation Expense	\$ 6,457,044

Amortization expense was charged to general government.

NOTE 5 CAPITAL ASSETS (CONTINUED)

Business-Type Activities

Capital asset activity for the year ended June 30, 2023, was as follows:

	Balance at luly 1, 2022	 Additions	ns Deletions		Transfers		Balance at ne 30, 2023
Capital Assets, Not Being							
Depreciated:							
Land	\$ 18,174,060	\$ -	\$	-	\$	-	\$ 18,174,060
Rights of Way	5,579,916	-		-		-	5,579,916
Construction in Progress	 4,302,493	7,815,751					 12,118,244
Total Capital Assets, Not							
Being Depreciated	 28,056,469	 7,815,751				-	 35,872,220
Capital Assets, Being Depreciated:							
Structures and Improvements	5,228,051	1,904,300		-		-	7,132,351
Utility Plant in Service	21,785,673	-		-		-	21,785,673
Equipment	1,473,468	697,081		-		240,089	2,410,638
Infrastructure	17,692,287	-		-		-	17,692,287
Total Capital Assets,							
Being Depreciated	 46,179,479	2,601,381				240,089	 49,020,949
Less Accumulated Depreciation for:							
Structures and Improvements	(4,277,493)	(51,027)		-		-	(4,328,520)
Utility Plant in Service	(8,344,891)	(367,624)		-		-	(8,712,515)
Equipment	(1,055,025)	(349,389)		-		(183,651)	(1,588,065)
Infrastructure	(10,660,260)	(425,856)		-		-	(11,086,116)
Total Accumulated							,
Depreciation	 (24,337,669)	(1,193,896)				(183,651)	 (25,715,216)
Total Capital Assets,							
Being Depreciated, Net	21,841,810	 1,407,485		-		56,438	 23,305,733
Business-Type Activities							
Capital Assets, Net	\$ 49,898,279	\$ 9,223,236	\$		\$	56,438	\$ 59,177,953

Depreciation expense was charged to functions of the business-type activities as follows:

Water Operations	\$ 1,164,029
Sports Arena	1,718
Golf Course	 28,149
Total Depreciation Expense	\$ 1,193,896

NOTE 6 LONG-TERM LIABILITIES

Changes in long-term liabilities activity for the year ended June 30, 2023, were as follows:

		Balance at uly 1, 2022		Additions		Deletions		Balance at une 30, 2023	_	Due Within One Year	_	Due in More an One Year
Governmental Activities:												
Other Debt:												
2016 Lease Revenue Bonds	\$	24,960,000	\$	-	\$	(995,000)	\$	23,965,000	\$	1,030,000	\$	22,935,000
Bond Premium		2,278,210		-		(134,028)		2,144,182		-		2,144,182
2018 Series A Certificates						/						
of Participation		13,695,000		-		(290,000)		13,405,000		300,000		13,105,000
Bond Premium		609,565		-		(23,445)		586,120		-		586,120
Other Liabilities:		00 504				(05.005)		C4 240		05.040		25 470
Lease Liability		86,524		002.004		(25,205)		61,319		25,843		35,476
Compensated Absences Claims and Judgements		1,468,505		992,004		(741,228)		1,719,281		343,856		1,375,425
Claims and Judgements	_	2,308,000		233,100		(351,100)		2,190,000		771,000		1,419,000
Total Governmental												
Activities	\$	45,405,804	\$	1,225,104	\$	(2,560,006)	\$	44,070,902	\$	2,470,699	\$	41,600,203
, 18471486	Ť	10,100,001	Ť	1,220,101	Ť	(2,000,000)	Ť	11,070,002	_	2, 0,000	Ť	11,000,200
Business-Type Activities:												
Other Debt:												
Revenue Bonds Payable	\$	9,305,000	\$	-	\$	(1,125,000)	\$	8,180,000	\$	1,190,000	\$	6,990,000
Add (Less):												
Bond Premium		272,364				(39,858)		232,506				232,506
Subtotal Revenue												
Bonds Payable		9,577,364		-		(1,164,858)		8,412,506		1,190,000		7,222,506
Other Liabilities:												
Compensated Absences		288,947		156,876		(146,530)		299,293		29,929		269,364
Total Books on T												
Total Business-Type	•	0.000.044	Φ.	450.070	æ	(4.244.200)	ф	0.744.700	Φ.	4 040 000	Φ.	7 404 070
Activities	\$	9,866,311	Þ	156,876	ð	(1,311,388)	\$	8,711,799	\$	1,219,929	\$	7,491,870

Governmental Activities

Compensated Absences

The City's policies relating to compensated absences are described in Note 1L. The liability amounts of \$1,719,281 at June 30, 2023 are expected to be paid in future years from future resources. The General Fund typically has been used in prior years to liquidate the liability for compensated absences.

2016 Lease Revenue Bonds

In July of 2016, the Finance Authority issued Lease Revenue Refunding Bonds, Series 2016 (the 2016 PFA Bonds) in the aggregate principal amount of \$30,470,000. The bonds pay interest at a rate from 2.675% to 5.25% payable semiannually on March 1 and September 1, commencing on September 1, 2016. The bonds were issued to refund the City's 2009 Lease Revenue Bonds, purchase a surety bond for the reserve requirement, purchase a municipal bond insurance policy, and pay costs of issuance of the bonds.

NOTE 6 LONG-TERM LIABILITIES (CONTINUED)

Governmental Activities (Continued)

2016 Lease Revenue Bonds (Continued)

Annual debt service for the 2016 PFA Bonds is as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>		Principal		Interest		Interest		Total	
2024	\$	1,030,000	5	\$	888,775		\$	1,918,775		
2025		1,065,000			860,550			1,925,550		
2026		1,085,000			828,200			1,913,200		
2027		1,130,000			783,900			1,913,900		
2028		1,175,000			749,550			1,924,550		
2029 - 2033		6,520,000			3,016,556			9,536,556		
2033 - 2037		8,255,000			1,265,006			9,520,006		
2038 - 2040		3,705,000			111,975			3,816,975		
Total	\$	23,965,000	3	5	8,504,512		\$	32,469,512		

2018 Series A Certificates of Participation

In August of 2018, the Pico Rivera Public Finance Authority issued Local Transportation Sales Tax Revenue Certificates of Participation, Series 2018 (2018 Series A COP), in the aggregate principal amount of \$14,695,000. The certificates of participation pay interest at a rate from 3.375% to 5.000% payable semiannually on June 1 and December 1, commencing on December 1, 2018. The proceeds from the sale of the certificates of participation will be used to finance the design, acquisition, and construction of certain local roadway and street improvement projects within the jurisdiction of the City, to purchase a debt service reserve policy, and to pay costs incurred in connection with the execution, sale, and delivery of the certificates of participation.

Annual debt service for the 2018 Series A COP is as follows:

Year Ending June 30,	Principal		Principal		Principal		Interest		 Total
2024	\$	300,000	\$	531,669	\$ 831,669				
2025		320,000		516,669	836,669				
2026		335,000		500,669	835,669				
2027		350,000		483,919	833,919				
2028		370,000		466,419	836,419				
2029 - 2033		2,130,000		2,037,094	4,167,094				
2033 - 2037		2,670,000		1,501,106	4,171,106				
2038 - 2042		3,170,000		998,725	4,168,725				
2043 - 2047		3,760,000		404,075	 4,164,075				
Total	\$	13,405,000	\$	7,440,345	\$ 20,845,345				

Business-Type Activities

Compensated Absences

The City's policies relating to compensated absences are described in Note 1L. The liability amount of \$299,293 at June 30, 2023 is expected to be paid in future years from future resources.

NOTE 6 LONG-TERM LIABILITIES (CONTINUED)

Business-Type Activities (Continued)

Water Authority Revenue Bonds, Series 1999 A

The Water Authority issued \$17,940,000 of Revenue Bonds (Series 1999 A) dated May 1, 1999. These bonds were issued to finance the lease and improvements of the Water Operations Enterprise Fund.

The Series 1999 A bonds are due in whole or in part through May 2029 and bear interest rates ranging from 3.25% to 5.5%. Interest is payable semiannually on May 1 and November 1 of each year. The bonds are subject to optional redemption in whole or in part on any interest payment due on or after May 1, 2009, by lot, with premiums ranging from 0% to 2%.

The bond indenture requires a Water Rate Stabilization Fund to be held and maintained by the trustee for the benefit of the owners of the bonds. The Water Rate Stabilization Fund is required to have a balance of not less than \$600,000. All funds in the Water Rate Stabilization Fund are pledged to secure payment of the bonds. The balance in the Water Rate Stabilization Fund at June 30, 2023, is \$600,000.

Annual debt service for the Series 1999 A bonds is as follows:

Year Ending June 30,	Principal		Interest			 Total
2024	\$	1,190,000	\$	449,900	•	\$ 1,639,900
2025		1,255,000		384,450		1,639,450
2026		1,320,000		315,425		1,635,425
2027		1,395,000		242,825		1,637,825
2028		1,470,000		166,100		1,636,100
2029		1,550,000		85,250		1,635,250
Total	\$	8,180,000	\$	1,643,950		\$ 9,823,950

NOTE 7 COMMITMENTS AND CONTINGENCIES

Litigation

Various claims and lawsuits are pending against the City. Although the outcome of these claims and lawsuits is not presently determinable, in the opinion of the City's management, on advice of legal counsel, it is unlikely that they will have a material adverse effect on the accompanying financial statements.

Grant Audit Contingencies

Under the terms of certain grants, periodic audits are required and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to a reimbursement to the grantor agencies. City management believes disallowances, if any, will be immaterial.

NOTE 7 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Economic Development Subsidy

In order to retain the operations of a certain employer within the City, the City has entered into an economic development subsidy agreement with this employer. Under this agreement, the City is to pay the employer an amount equal to 25% of sales tax revenues generated by the employer up to a sales tax revenue threshold and 55% of sales tax revenues in excess of that threshold, payable on or before July 30 for the previous calendar years for the period from January 1, 2017 through December 31, 2027. In no event will the total payments to the employer exceed \$3,280,000 for the term of the agreement. Payment on this agreement is contingent on the employer meeting certain operating covenants and other restrictive covenants; accordingly, there has been no accrual included in these financial statements. Payments made to this employer for the year ended June 30, 2023 totaled \$272,364.

NOTE 8 DEFINED BENEFIT PENSION PLANS

The following is a summary of pension related items for the year ended June 30, 2023:

		Deferred	Deferred	Pension
	Pension	Outflows	Inflows	Expense
	Liability	of Resources	of Resources	(Credit)
Miscellaneous Plan	\$ 42,732,558	\$ 11,550,349	\$ (1,774,274)	\$ 4,089,334
Council Plan	60,642	9,781		11,728
Total	\$ 42,793,200	\$ 11,560,130	\$ (1,774,274)	\$ 4,101,062

General Information about the Pension Plans

Plan Descriptions

CalPERS Plan

All qualified permanent and probationary employees are eligible to participate in the City's Miscellaneous Plan, which is an agent multiple-employer defined benefit pension plan administered by CalPERS, which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the plan are established by state statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

City Council Retirement Enhancement Plan

The City also has available a supplemental retirement benefit plan for City Council members (Council Plan) elected on or after July 1, 2002. This plan is a single-employer defined benefit pension plan administered by the Public Agency Retirement Services (PARS), who serves as the trustee for the Council Plan. As a result of California Public Employees' Pension Reform Act (PEPRA) amendments, the City has closed this plan to any new City Council members elected or appointed on or after January 1, 2013.

NOTE 8 DEFINED BENEFIT PENSION PLANS (CONTINUED)

General Information about the Pension Plans (Continued)

Benefits Provided

CalPERS Plan

CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members who must be public employees and beneficiaries. Benefits are based on years of credited service, which is equal to one year of full-time employment.

The City has three different retirement benefit tiers based on date of hire:

Tier I: 2.5% at 55 for employees hired on or before June 30, 2012

Tier II: 2.0% at 60 for employees hired after June 30, 2012

Tier III: 2.0% at 62 for all new members to CalPERS, as defined by Assembly

Bill 340/PEPRA

All members are eligible for nonindustrial disability benefits after five years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS plans provisions and benefits in effect at June 30, 2022, the measurement date, are summarized as follows:

		Miscellaneous Plan	
•		On or After	
		June 26, 2012,	
	Prior to	Prior to	On or After
Hire Date	June 26, 2012	January 1, 2013	January 1, 2013
Benefit Formula	2.5%@55	2%@60	2%@62
Benefit Vesting Sche	5 Years of Service	5 Years of Service	5 Years of Service
Benefit Payments	Monthly for Life	Monthly for Life	Monthly for Life
Retirement Age	50 - 55	50 - 63	52 - 67
Monthly Benefits, as a	a Percent of		
Eligible Compensati	2.0% to 2.5%	1.092% to 2.418%	1.0% to 2.5%
Required Employee (7.30%	7.30%	6.75%
Required Employer C	ontribution Rates:		
Normal Cost Rate	9.380%	11.290%	7.860%
Payment of Unfunc	\$ 3,328,789	\$ -	\$ -

City Council Retirement Enhancement Plan

The Council Plan provides a benefit equal to 4% of final compensation times benefit service, capped at 10 years of service. This plan is a single-employer defined benefit plan. Eligibility for these benefits is defined as reaching age 55 and completing five years of continuous City Council service. Employees terminating employment with the City after five years of service but prior to age 55 will receive a deferred retirement benefit to commence at age 55.

NOTE 8 DEFINED BENEFIT PENSION PLANS (CONTINUED)

General Information about the Pension Plans (Continued)

Benefits Provided (Continued)

City Council Retirement Enhancement Plan (Continued)

The Council Plan provisions and benefits in effect at June 30, 2022, the measurement date, are summarized as follows:

	Council Plan
	Prior to
Hire Date	January 1, 2013
Benefit Formula	4%@55
Benefit Vesting Schedule	5 Years of Service
Benefit Payments	Monthly for Life
Retirement Age	55
Monthly Benefits, as a Percent of Eligible Compensation	1.67% to 3.33%
Required Employee Contribution Rates	0.0%
Required Employer Contribution Rates	33.70%

Employees Covered

As of the measurement date, the following employees were covered by the benefit terms for each plan:

	Miscellaneous	Council Plan
Inactive Employees or Beneficiaries		
Currently Receiving Benefits	270	5
Inactive Employees Entitled to But		
Not Yet Receiving Benefits	155	2
Active Employees	142_	1
Total	567	8

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. City contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contributions requirements are classified as plan member contributions. The Council Plan only requires employer contributions equal to an actuarially determined rate. During the fiscal year June 30, 2023, the City contributed \$4,587,084 and \$3,591 to the Miscellaneous Plan and Council Plan, respectively.

NOTE 8 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Net Pension Liability

The City's net pension liability for each plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the CalPERS plan is measured as of June 30, 2022, using an annual actuarial valuation as of June 30, 2021, rolled forward to June 30, 2022, using standard update procedures. The net pension liability of the Council Plan is measured as of June 30, 2023, using an actuarial valuation date of June 30, 2021. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Actuarial Assumptions

The total pension liabilities in the June 30, 2021 actuarial valuations were determined using the following actuarial assumptions:

	<u>Miscellaneous</u>	Council Plan
Valuation Date	June 30, 2021	June 30, 2021
Measurement Date	June 30, 2022	June 30, 2023
Actuarial Cost Method	Entry-Age	Entry-Age
	Normal Cost	Normal Cost
	Method	Method
Actuarial Assumptions:		
Discount Rate	6.90%	6.50%
Inflation	2.30%	2.50%
Projected Salary Increase	(1)	0.00%
Mortality Rate Table	(2)	(3)
Post Retirement Benefit Income	(4)	

- (1) Varies by entry age and service.
- (2) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Pre-retirement and Post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.
- (3) Pre-retirement and Post-retirement: Consistent with the Non-Industrial rates used to value the Miscellaneous Agency CalPERS pension Plans after June 30, 2017.
- (4) Less of contract cost-of-living adjustments up to 2.30% until Purchasing Power Protection Allowance Floor on purchasing power applies, 2.30% thereafter.

Change of Assumptions

The discount rate and long-term rate of return decreased from 7.15% to 6.90% and the inflation rate decreased from 2.50% to 2.30% from the measurement date June 30, 2021 to June 30, 2022 for the CalPERS plan.

NOTE 8 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Net Pension Liability (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 6.9% for the Miscellaneous Plan and 6.5% for the Council Plan and reflects the long-term expected rate of return for each Plan net of investment expenses and without reduction for administrative expenses. The projection of cash flows used to determine the discount rate of Miscellaneous Plan assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Miscellaneous Plan's fiduciary net position was projected to be available to make all projected future benefit payments of the current plan members. Therefore, the long-term expected rate of return on the plan investments was applied to all periods of projected benefit payments to determine the total pension liability. Additionally, the Council Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return of 6.5%.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations, as well as the expected pension fund (PERF) cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short term (first 10 years) and the long term (11+ years) using a building-block approach. Using the expected nominal returns for both short term and long term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

NOTE 8 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Net Pension Liability (Continued)

Discount Rate (Continued)

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. The target allocation shown was adopted by CalPERS Board of Directors effective on July 1, 2015.

	New	
	Strategic	Real Return
Asset Class (a)	Allocation	(a) (b)
Global Equity - Cap-weighted	30.00%	4.45%
Global Equity - Non-Cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
Total	100.00%	

⁽a) An expected inflation of 2.30% used for this period.

The actuaries of the Council Plan determined that the best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are per the actuary's investment consulting practice as of June 30, 2022.

		Long-Term	Long-Term
		Expected	Expected
		Arithmetic	Geometric
	Target	Real Rate	Real Rate
Asset Class	Allocation	of Return (a)	of Return (a)
U.S. Cash	5.00 %	0.51 %	0.49 %
U.S. Core Fixed Income	37.41	2.07	1.93
U.S. Broad Equity Market	44.24	5.56	3.90
Foreign Developed Equity	7.11	6.89	5.07
Emerging Markets Equity	4.47	9.58	6.18
U.S. REITs	1.77	6.96	4.74
Total	100.00 %		
Assumed Inflation - Mean		2.32 %	2.32 %
Assumed Inflation Standard Deviation		1.42 %	1.42 %
Portfolio Real Mean Return		4.30 %	3.70 %
Portfolio Nominal Mean Return		6.62 %	6.12 %
Portfolio Standard Deviation			10.51 %

Subsequent Events

There were no subsequent events that would materially affect the results in this disclosure.

⁽b) Figures are based on the 2021 Asset Liability Management Study.

NOTE 8 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability

The changes in the net pension liability for the Miscellaneous Plan are as follows:

	Increase (Decrease)				
	Total	Plan	Net Pension		
	Pension	Fiduciary	Liability		
	Liability	Net Position	(Asset)		
Balance at June 30, 2021					
(Measurement Date)	\$ 123,686,546	\$ 95,291,367	\$ 28,395,179		
Changes in the Year:					
Service Cost	1,902,845	-	1,902,845		
Interest on the Total Pension Liability	8,484,446	-	8,484,446		
Differences between Expected and					
Actual Experience	(2,724,330)	_	(2,724,330)		
Changes in Assumptions	4,188,315	_	4,188,315		
Plan-to-Plan Resource Movement	-	_	-		
Contribution - Employer	-	4,024,396	(4,024,396)		
Contribution - Employee	-	758,203	(758,203)		
Net Investment Income	-	(7,209,341)	7,209,341		
Administrative Expenses	-	(59,361)	59,361		
Benefit Payments, Including Refunds		,			
of Employee Contributions	(6,277,953)	(6,277,953)	-		
Net Changes	5,573,323	(8,764,056)	14,337,379		
ŭ	, ,		. ,		
Balance at June 30, 2022					
(Measurement Date)	\$ 129,259,869	\$ 86,527,311	\$ 42,732,558		

NOTE 8 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Continued)

The changes in the net pension liability for the Council Plan are as follows:

	Increase (Decrease)					
		Total	Plan		Net Pension	
		Pension	Fiduciary		Liability	
		Liability		t Position	(Asset)	
Balance at June 30, 2022						
(Measurement Date)	\$	222,887	\$	161,224	\$	61,663
Changes in the Year:						
Service Cost		748		-		748
Interest on the Total Pension Liability		14,076		-		14,076
Differences between Actual and						
Expected Experience		-		-		-
Changes in Economic/Demographic		-		-		-
Changes in Assumptions		-		-		-
Changes in Benefit Terms		-		-		-
Contribution - Employer		-		3,591		(3,591)
Contribution - Employee		-		-		-
Net Investment Income		-		13,057		(13,057)
Administrative Expenses		-		(803)		803
Benefit Payments, Including Refunds						
of Employee Contributions		(14,372)		(14,372)		-
Net Changes		452		1,473		(1,021)
B. I						
Balance at June 30, 2023	•	000 000	•	100.00=	•	00.040
(Measurement Date)	\$	223,339	\$	162,697	\$	60,642

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City for each pension plan, calculated using the discount rate for each plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

Miscellaneous					
1% Decrease	Current Discount	1% Increase			
(5.9%)	Rate (6.9%)	(7.9%)			
\$ 59,980,815	\$ 42,732,558	\$ 28,501,945			
	Council				
1% Decrease	Current Discount	1% Increase			
(5.5%)	Rate (6.5%)	(7.5%)			
\$ 81,794	\$ 60,642	\$ 42,889			
	(5.9%) \$ 59,980,815 1% Decrease (5.5%)	1% Decrease (5.9%) Current Discount Rate (6.9%) \$ 59,980,815 \$ 42,732,558 Council 1% Decrease (5.5%) Current Discount Rate (6.5%)			

NOTE 8 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Continued)

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS and PARS financial reports, respectively.

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2023, the City recognized pension expense of \$4,089,334 and \$11,728 for the miscellaneous and council plans, respectively. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows	Deferred Inflows
	of Resources	of Resources
Pension Contributions Subsequent to Measurement Date	\$ 4,587,084	\$ -
Differences Between Expected and Actual Experience	-	(1,774,274)
Change in Assumptions	2,637,087	-
Net Differences Between Projected and Actual		
Earnings on Plan Investments	4,326,178	<u> </u>
Total Miscellaneous Plan	\$ 11,550,349	\$ (1,774,274)
Differences Between Expected and Actual Experience	\$ -	\$ -
Change in Assumptions	-	-
Net Differences Between Projected and Actual		
Earnings on Plan Investments	9,781	-
Total Council Plan	\$ 9,781	\$ -

An amount of \$4,587,084 reported as deferred outflows of resources related to contributions to the miscellaneous plan subsequent to the measurement date will be recognized as a reduction of the net pension liability of the miscellaneous plan in the year ending June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	Miscellaneous	Council	
2024	\$ 1,167,648	\$	2,202
2025	989,661		859
2026	286,457		7,308
2027	2,745,225		(588)
2028	-		-
Thereafter	-		_

Payable to the Pension Plans

At June 30, 2023, the City had no outstanding amount of contributions to the pension plans required for the year ended June 30, 2023.

NOTE 9 DEFINED CONTRIBUTION PENSION PLANS

The City provides pension benefits for all of its part-time employees through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered by Nationwide Retirement Solutions. All part-time employees are eligible to participate from the date of employment. Federal legislation requires contributions of at least 7.5% to a retirement plan, and the City Council resolved to match the employees' contributions of 3.75%. The City's contributions for each employee (and interest earned by the accounts) are fully vested immediately.

For the year ended June 30, 2023, the City's payroll covered by the defined contribution plan was \$1,728,604. The City made employer contributions of \$64,824 (3.75% of current covered payroll), and employees contributed \$64,824 (3.75% of current covered payroll).

The City also offers its employees a deferred compensation plan created in accordance with Internal Revenue Code 457. The plan, available to all City employees, permits them to defer a portion of their salaries until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. The plan assets are under the participants control and are principally invested in demand deposits and mutual funds and are held in a trust for the exclusive benefit of the participants and their beneficiaries. The assets are not the property of the City and, as such, are not subject to the claims of the City's general creditors. As a result, these assets are not reported in the financial statements.

NOTE 10 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN

General Information about the OPEB Plan

Plan Description

The City has established an agent multiple-employer Defined Benefit Postemployment Healthcare Plan (DPHP) that provides postretirement medical benefits to retirees through the California Public Employees Medical and Hospital Care Act (PEMCHA) and managed through the California Employers' Retiree Benefit Trust (CERBT). The plan provides retiree medical benefits to eligible retirees and their eligible dependents. Employees must retire directly from the City under CalPERS. Employees must also meet basic retirement requirements per CalPERS. That is, employees must be at least age 50 and have at least five years of CalPERS service or qualify for a disability retirement.

The benefits received by the retired employees vary based on the date they were hired by the City. For employees hired on or before June 30, 2012, the City pays the full premium for the retiree and his/her dependents. For employees hired after June 30, 2012, the City contributes the PEMCHA minimum. The PEMCHA minimum is updated annually by the CalPERS board. Regardless of hire date, the same benefit continues to the surviving spouse.

NOTE 10 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

General Information about the OPEB Plan (Continued)

Plan Description (Continued)

The City's obligation to pay medical costs for retirees relates only to those medical coverage costs provided through CalPERS. The City is not obligated to pay Medicare Part B premiums for those retirees who are age 65 or above and who are enrolled in a supplemental Medicare plan. When the retiree reaches age 65, the Basic Medical Plan is required to be transferred to a supplemental Medicare plan. A separate financial report is not prepared for the plan.

Employees Covered

As of the measurement date of June 30, 2022, the following current and former employees were covered by the benefit terms under the plan:

Inactive Employees or Beneficiaries	
Currently Receiving Benefits	113
Inactive Employees or Beneficiaries Entitled to but	
not yet Receiving Benefits	3
Active Employees	145
Total	261

Contributions

The DPHP and its contribution requirements are established by City policy and may be amended by the City Council. The annual contribution is based on the actuarially determined contribution. For the fiscal year ended June 30, 2023, the City's cash contributions were \$1,068,807 in cash benefit payments and \$565,000 contributions to the trust, estimated implied subsidy was \$140,000 and administrative expense paid by were \$3.451 resulting in total contributions of \$1.777.258.

Net OPEB Liability

The City's net OPEB liability was measured as of June 30, 2022, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2021, rolled forward to June 30, 2022 using standard update procedures. A summary of the principal assumptions and methods used to determine the total OPEB liability is shown below.

NOTE 10 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

Total OPEB Liability

Actuarial Assumptions

The total OPEB liability in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	6.25%
Inflation	2.50%
Projected Salary Increase	2.75% per Annum, in Aggregate
Expected Long-Term Investment Rate of Return	6.25%
Healthcare Cost Trend Rates	6.50% Non-Medicare/5.65% Medicare (Non-Kaiser), 4.6% Medicare (Kaiser) Decreasing to 3.75% in 2076
Mortality	Derived from CalPERS 2000-2019 Experience Study

The actuarial assumptions used in the June 30, 2021, valuation were based on a standard set of assumptions the actuary has used for similar valuations, modified as appropriate for the City.

The long-term expected rate of return was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the OPEB plan's target asset allocation as of June 30, 2022, the measurement date, are summarized in the following table:

Asset Class	New Strategic Allocation	Long-Term Expected Real Rate of Return
CERBT:		
Global Equity	49.00 %	4.56 %
Fixed Income	23.00	1.56
TIPS	5.00	(80.0)
Commodities	3.00	1.22
REITs	20.00	4.06
Total	100.00 %	

NOTE 10 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

Total OPEB Liability (Continued)

Actuarial Assumptions (Continued)

Discount Rate

The discount rate used to measure the total OPEB liability was 6.25%. The projection of cash flows used to determine the discount rate assumed that City's contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the DPHP's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on DPHP plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Change in Assumptions

There were no changes in assumptions in the current measurement period.

Changes in the Net OPEB Liability

The changes in the net OPEB liability are as follows:

	Increase (Decrease)					
		Total	Plan		Net	
		OPEB	Fiduciary		OPEB	
		Liability	N	et Position	Lia	ability (Asset)
Balance at June 30, 2021						
(Measurement Date)	\$	22,726,294	\$	6,284,780	\$	16,441,514
Changes in the Year:						
Service Cost		445,755		-		445,755
Interest on the Total						
OPEB Liability	1,410,651		-			1,410,651
Differences Between Actual						
and Expected Experience		-		-		-
Changes in Assumptions		-		-		-
Changes in Benefit Terms		-		<u>-</u>		-
Contribution - Employer		-		2,159,703		(2,159,703)
Net Investment Income		-		(978,822)		978,822
Administrative Expenses		-		(4,268)		4,268
Benefit Payments		(1,203,248)		(1,203,248)		
Net Changes		653,158		(26,635)	-	679,793
Balance at June 30, 2022						
(Measurement Date)	\$	23,379,452	\$	6,258,145	\$	17,121,307

NOTE 10 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

Changes in the Net OPEB Liability (Continued)

Change of Benefit Terms

There were no changes of benefit terms.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (5.25%) or one percentage point higher (7.25%) than the current discount rate:

	1% Decrease		Discount Rate	1% Increase
		(5.25%)	 (6.25%)	 (7.25%)
Net OPEB Liability	\$	19,963,894	\$ 17,121,307	\$ 14,743,017

Sensitivity of the Net OPEB Liability to Changes in Health-Care Cost Trend Rates

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower (5.50% Non-Medicare/4.65% Medicare (Non-Kaiser)/4.6 Medicare (Kaiser) decreasing to 2.75%) or one percentage point higher (7.5% Non-Medicare/6.65% Medicare (Non-Kaiser)/5.6% Medicare (Kaiser) decreasing to 4.75%) than the current healthcare cost trend rates:

		Current Healthcare					
	19	% Decrease	Cos	t Trend Rates		1% Increase	
Net OPEB Liability	\$	14,288,854	\$	17,121,307	\$	20,567,930	

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended June 30, 2023, the City recognized OPEB expense of \$188,988. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB Contributions Subsequent to Measurement Date Differences Between Actual and Expected Experience	\$ 1,777,258	\$ -
Change in Assumptions	-	(4,396,817) (647,021)
Net Differences Between Projected and Actual Earnings		
on Plan Investments	593,412	
Total	\$ 2,370,670	\$ (5,043,838)

NOTE 10 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB (Continued)

An amount of \$1,777,258 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ending June 30,	Amount
2024	\$ (1,213,886)
2025	(1,219,034)
2026	(892,751)
2027	(610,284)
2028	(514,471)
Thereafter	<u>-</u>

Payable to the OPEB Plan

At June 30, 2023, the City had no outstanding amount of contributions to the OPEB plan required for the year ended June 30, 2023.

NOTE 11 RISK MANAGEMENT

The City began its self-insured liability program with Public Risk Innovation, Solutions, and Management (PRISM) on July 1, 2017. Claims occurring prior to July 1, 2017, are fully covered by California Joint Powers Insurance Authority (CJPIA). The City is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City handled those risks with the purchase of commercial insurance. The City pays an annual premium to the PRISM pool for its general liability and workers' compensation insurance coverage. For its general liability insurance, the City, through PRISM has a self-insured retention amount of \$200,000 per occurrence. General claims above \$200,000 up to \$25,000,000 are shared by the pool.

For its workers' compensation liability insurance, the City, through PRISM has a self-insured retention amount of \$250,000 per occurrence. Workers' compensation claims above \$250,000 up to statutory limits are shared by the pool. The City retains a risk of loss due to the fact that actual losses may exceed estimated claims or overage amounts. The City also maintained property coverage, pollution coverage, master crime coverage and cyber liability coverage with PRISM.

NOTE 11 RISK MANAGEMENT (CONTINUED)

Claims, expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. At June 30, 2023, \$890,000 has been accrued for general liability claims and \$1,300,000 has been accrued for workers compensation claims. This amount represents an estimate of amounts to be paid for reported claims and incurred but not yet reported claims based upon past experience, modified for current trends, and information. While the ultimate amount of losses incurred through June 30, 2023, is dependent on future developments, based upon information from the City Attorney, the City's claims administrators, and others involved with the administration of the programs, City management believes the accrual is adequate to cover such losses.

Changes in the claims liability amount in fiscal years ended June 30, 2023 and 2022, are as follows:

Fiscal Year	Beginning of Fiscal Year Liability		Claims and Changes in Estimates		Claim Payments		End of Fiscal Year Liability	
2021-2022 2022-2023	\$	1,696,000 2,308,000	\$	923,371 233,100	\$	(311,371) (351,100)	\$	2,308,000 2,190,000

NOTE 12 GOVERNMENTAL FUND BALANCE CLASSIFICATIONS

The City's governmental fund balances at June 30, 2023, are tabulated below, followed by explanations as to the nature and purpose of each classification.

		Re	Special evenue Funds	Р	Capital rojects Fund		
			Housing		2018	Other	Total
			Agency		Series A	Govt.	Govt.
	General		Section 8		COP	Funds	 Funds
Other Continuing Appropriations							
Long-Term Receivables/Advances	\$ 26,749,564	\$	-	\$	-	\$ -	\$ 26,749,564
Inventories	3,825		-		-	-	3,825
Prepaid Items	147,363		-		-	-	147,363
Restricted for:							
Housing Agency	-		533,105		-	-	533,105
State Gas Tax	-		-		-	3,163,955	3,163,955
HOME	-		-		-	2,670,991	2,670,991
CalHome Grant	-		-		-	704,503	704,503
Lighting Assessment District	-		-		-	2,405,958	2,405,958
Park Development	-		-		-	4,438	4,438
Prop A	-		-		-	3,705,045	3,705,045
Prop C	-		-		-	2,555,774	2,555,774
Measure R	-		-		-	1,715,219	1,715,219
Measure M	_		_		-	493,055	493,055
Measure A	_		_		-	1	1
AQMD	_		_		-	504,055	504,055
Economic Development						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,
Assistance Grant	_		_		_	979,273	979,273
Image Enhancement	_		_		_	1,357,280	1,357,280
Sewer Maintenance	_		_		_	.,00.,200	-,007,200
Reach Grants	_		_		_	877,739	877,739
Cable/PEG Support	_		_		_	252,862	252,862
Housing Agency LMIHF	_		_		_	2,726,708	2,726,708
Measure W						1,896,687	1,896,687
Paramount/Mines Landscape						1,000,007	1,000,007
Maintenance District	_		_		_	69,957	69,957
CASp Service	47,000		-		-	09,937	47,000
Pension Contribution	1,288,720		-		-	-	1,288,720
Capital Improvements	1,200,720		-		5,087,499	-	5,087,499
Committed to:	-		-		3,007,499	-	3,007,499
Emergency Reserve/ Economic Stabilization/							
Stimulus	20 002 770						20 002 770
	28,903,778		-		-	-	28,903,778
Assigned to:	056 070						056.070
OPEB Unfunded Liability	856,070		-		-	-	856,070
Leave Liability	592,400		-		-	-	592,400
Equipment Replacement	556,020		-		-	-	556,020
Self-insured Retention	500,000		-		-	-	500,000
Bond Refinancing/Reserve	1,000,000		-		-	-	1,000,000
Capital improvements	2,000,000		-		-	13,312,296	15,312,296
Deferred Maintenance	1,000,000		-		-	-	1,000,000
Energy Efficiency	1,000,000		-		-	-	1,000,000
Economic Sustainability	1,000,000		-		-	-	1,000,000
Purchase Agreements	2,328,070		-		-	-	2,328,070
Other Continuing Appropriations	10,157,459		-		-	-	10,157,459
Unassigned	 4,139,702		_		-	 (1,829,920)	 2,309,782
Total Fund Balances	\$ 82.269.971	\$	533.105	\$	5.087.499	\$ 37.565.876	\$ 125.456.451

Nonspendable Fund Balances

Long-term receivables/advances cannot be spent since they are not in spendable form.

NOTE 12 GOVERNMENTAL FUND BALANCE CLASSIFICATIONS (CONTINUED)

<u>Updated Reserve Policies: Committed and Assigned Fund Balances</u>

The City Council first adopted updated comprehensive reserve policies conforming to GASB Statement 54 on June 14, 2016. Annually, as part of the budget development process, these policies are updated and approved by the City Council.

The latest version of the policies reconfirmed a commitment for "Emergency Reserve/ Economic Uncertainty Reserve" and established assignments.

Committed Fund Balances

Committed funds describe a portion of the fund balance that is constrained by limitations imposed by the City Council. The City Council imposed limitation must occur no later than the close of the reporting period (i.e., end of the fiscal year) and remains binding unless removed under the same manner. A commitment is made by City Council adoption of a resolution that states the amount and purpose of the commitment.

The City Council adopted reserve policies effective June 12, 2018, that established a commitment for emergencies/economic stabilization equal to an amount calculated as 25% of the General Fund's annual operating revenues. On July 28, 2020, the City Council adopted revised risk-based General Fund Reserve Policies, which increased the General Fund's commitment to emergencies/economic stabilization from 25% to 50% of the General Fund's annual operating revenues. For the fiscal year ending June 30, 2023, this commitment is equal to \$28,903,778.

Generally, appropriations and access to these committed funds will be reserved for emergency situations. Examples of such emergencies include, but are not limited to the following:

- Reduction in revenue equal to or greater than 20% of adopted General Fund revenues in a given fiscal year.
- An unplanned major catastrophic event such as a natural disaster requiring expenditures over 10% of the General Fund-adopted appropriations in a given fiscal year.
- Unfunded and/or unpredictable state or federal legislative or judicial mandates.
- Any other unforeseen event that causes the City to expend funds in excess of 10% of General Fund-adopted appropriations in a given fiscal year.

Assigned Fund Balances

Assigned funds describe the portion of the General Fund reserves that reflect the use of resources by the City Council intended to provide a means and source of funding for various near-term and long-term needs. This policy grants authority to assign funds to the Director of Finance. Assignment of reserves may be modified by the Director of Finance as part of the annual budget process. Use of assigned funds requires formal action by the City Council to appropriate funds in the appropriate account.

NOTE 12 GOVERNMENTAL FUND BALANCE CLASSIFICATIONS (CONTINUED)

Assigned Fund Balances (Continued)

Specifically, this reserve policy establishes assignments for the following short-term and long-term needs at the various levels specified:

- OPEB Unfunded Liability
- Leave Liability
- Equipment Replacement
- Self-Insured Retention
- Bond Refinancing/Reserve
- Capital Improvement (Unfunded/Unprogrammed)
- Deferred Maintenance
- Energy Efficiency
- Economic Sustainability

For the fiscal year ended June 30, 2023, total assignments equal \$20,990,019.

Unassigned Fund Balance

The General Fund may have net resources in excess of what is classified in one of the four previous categories (nonspendable, restricted, committed, or assigned). This amount is presented as the unassigned fund balance amount. Only the General Fund can report a positive unassigned fund balance. However, all governmental funds can report a negative unassigned fund balance.

This policy dictates that any amount of fund balance will be classified as "unassigned" after funding the emergency/economic stabilization reserve commitment plus the various assigned reserves made in accordance with the preceding section. This policy allows for "unassigned" funds and places no specific restrictions on their use. In general, the City Council could choose to utilize "unassigned" fund balance for one-time projects or uses in a given fiscal year. For the fiscal year ended June 30, 2023, the General Fund unassigned fund balance is \$4,139,702.

NOTE 13 OTHER REQUIRED DISCLOSURES

Deficit Fund Balances or Net Position

The following funds reported deficit fund balances or net position at June 30, 2023:

Other Governmental Funds:

Community Development Block Grant Special	
Revenue Fund	\$ 156,537
County Grants	722,827
State Grants Special Revenue Fund	219,451
Sewer Maintenance Special Revenue Fund	20,380
Transportation Development Act Special Revenue Fund	4,561
Federal Grants Special Revenue Fund	706,164
Other Enterprise Fund - Golf Course Fund	3,604,402

Management expects to eliminate the deficits with the collection of unavailable revenues or transfers from the General Fund. The Golf Course Enterprise Fund deficit will be eliminated through a combination of right-sizing of operations, improved revenue collection, and a long-term advance from the General Fund.

Excess of Expenditures Over Appropriations

Expenditures exceeded budgeted appropriations in the following funds:

	Final Budget		Actual	\	Variance	
Major Funds: Housing Agency Section 8 Special Revenue Fund	\$	6,104,088	\$ 6,147,787	\$	(43,699)	
Other Governmental Funds: Economic Sustainability						
Special Revenue Fund Image Enhancement		-	39,667		(39,667)	
Special Revenue Fund Federal Grants		365	628		(263)	
Special Revenue Fund		2,132,731	2,135,314		(2,583)	

NOTE 14 PICO RIVERA INNOVATIVE MUNICIPAL ENERGY

The City has registered as a Community Choice Aggregator (CCA) and established Pico Rivera Innovative Municipal Energy (PRIME) for the purpose of delivering electric services to certain customers located within the City of Pico Rivera. The City entered into an administrative services agreement with California Choice Energy Authority (CCEA), for administration, energy procurement, contract negotiation, contract administration, resource planning services and other services provided to the PRIME program. This contract has a term of the longer of three years from the effective date of April 11, 2017, or the longest term of any energy contract to which the CCEA is a party on behalf of the City. Payments to CCEA for the fiscal year ended June 30, 2023 totaled \$661,852.

CCEA master "Take or Pay" agreements with different energy providers that PRIME uses to purchase energy to provide for future electric capacity for customers. PRIME enters into separate contracts with the providers and these contracts constitute an obligation of PRIME to purchase a set volume of electricity at a set price throughout the terms of the contracts.

During the fiscal year ended June 30, 2023, the total payments made by PRIME under the take or pay contracts was \$16,865,661. At June 30, 2023, the remaining take or pay contracts for PRIME is \$76,049,205 through December May 2041.

NOTE 15 SUCCESSOR AGENCY DISCLOSURES

The assets and liabilities of the former Redevelopment Agency were transferred to the Successor Agency to the City of Pico Rivera Redevelopment Agency on February 1, 2012, as a result of the dissolution of the former Redevelopment Agency.

NOTE 15 SUCCESSOR AGENCY DISCLOSURES (CONTINUED)

The City is acting in a fiduciary capacity for the assets and liabilities. Disclosures related to these assets and liabilities are as follows:

Capital Assets

	Balance at July 1, 2022	2 Additions	Deletions	Balance at June 30, 2023	
Capital Assets, Not Being Depreciated:					
Land	\$ 258,02	3 \$ -	\$ -	\$ 258,023	
Total Capital Assets, Not Being Depreciated	258,02	-		258,023	
Capital Assets, Being Depreciated:					
Structures and Improvements	162,23	-	-	162,237	
Furniture and Equipment	5,11	0 -	-	5,110	
Infrastructure	50,61	5 -		50,615	
Total Capital Assets, Being Depreciated	217,96			217,962	
Less Accumulated Depreciation:					
Structures and Improvements	(134,87	, , , , , , , , , , , , , , , , , , , ,	-	(138,411)	
Furniture and Equipment	(5,11	,	-	(5,110)	
Infrastructure	(20,91	7) (1,233)		(22,150)	
Total Accumulated Depreciation	(160,90	(4,765)		(165,671)	
Total Capital Assets, Being Depreciated, Net	57,05	(4,765)		52,291	
Successor Agency Activities, Capital Assets, Net	\$ 315,07	9 \$ (4,765)	\$ -	\$ 310,314	

Loans Receivable

Two low-interest loans were issued by the former Redevelopment Agency for a commercial rehabilitation project. The loans bear interest rates from 1% to 3% and payments on these loans are to begin in 10-26 years from the date of the loan. The amount of the loans outstanding at June 30, 2023 is \$322,627.

NOTE 15 SUCCESSOR AGENCY DISCLOSURES (CONTINUED)

Payable to the City of Pico Rivera

The City had an agreement with the former Redevelopment Agency providing for the advance of funds to finance improvements and operations relating to and within the former Redevelopment Agency's project areas. The former Redevelopment Agency had been accruing interest on the original advances at a rate of 12% per annum, which were adjusted retroactively to 7% in fiscal year 2011-12. In fiscal year 2012-13, the Department of Finance ruled that the rate for which interest was accrued on advances to former redevelopment agencies could not exceed effective LAIF rates. Therefore, the City retroactively recalculated interest using existing LAIF rates. As a result, the balance of the advance was written down by \$3,916,128 during fiscal year 2012-13. At June 30, 2023, the net advance balance was \$18,076,005, which included accrued interest of \$8,913,435 and a 25% reserve against this balance totaling \$4,519,002 due to the estimated collectability by the General Fund as a result of the winding down of the affairs of the former Redevelopment Agency.

Sales Tax Loan from the City of Pico Rivera

The City and former Redevelopment Agency entered into an agreement whereby the City will defer its portion of sales tax revenues (City Deferrals) generated within the project area and advance the monies to the former Redevelopment Agency to allow the former Redevelopment Agency to meet its debt service obligations. The former Redevelopment Agency had been accruing interest on the original deferrals at a rate of 7%. In fiscal year 2012-13, the Department of Finance ruled that the rate for which interest was accrued on advances to the former Redevelopment Agencies could not exceed effective LAIF rates. Therefore, the City retroactively recalculated interest using existing LAIF rates. As a result, the balance of the advance was written down by \$6,463,413 during fiscal year 2012-13. At June 30, 2023, the balance of the City Deferrals including interest was \$29,949,844.

In previous years, the sales tax loan from the City was reported as a commitment with the interest rate and outstanding balance described in the footnotes, but the sales tax loan was not recorded as a liability in the financial statements due to uncertainty as to the City's intent to enforce collection. In March 2011, the City Council took action and approved a resolution acknowledging the receivable owed by the former Redevelopment Agency and affirming the City's willingness to enforce collection of the amount. Accordingly, the liability of \$29,949,844 has been recorded in the statement of fiduciary net position. Under the terms of the agreement, payments are to be made by the Successor Agency to the City to the extent money is available. Due to the payment terms, the long-term nature of the loan, and management's expectation that repayment will not begin for some time, the City has fully reserved against the receivable on the statement of net position.

NOTE 15 SUCCESSOR AGENCY DISCLOSURES (CONTINUED)

Payable to the City of Pico Rivera (Continued)

Sales Tax Loan from the City of Pico Rivera (Continued)

AB 1484 specifies the actions to be taken and the method of repayment for advances and loans between the Successor Agency, the City, and the Water Authority. Upon application and approval by the Successor Agency and the oversight board, loan agreements (advances) entered into by the former Redevelopment Agency and the City shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the advances were for legitimate redevelopment purposes.

The advances are to be repaid with a defined schedule over a reasonable term of years at an interest rate not to exceed the interest rate earned by the funds deposited into LAIF. The annual advance repayments are subject to certain limitations, including the requirement that 20% of all advance repayments are to be transferred to the Housing Agency Low and Moderate Income Housing Special Revenue Fund to fund Housing Successor Agency activity. Additionally, repayments are subject to a formula distribution and have a lower priority for repayment as described in AB 1484 (Health and Safety Code Section 34191.4(2)(A).

Management believes, in consultation with legal counsel, that the obligations of the Dissolved RDA due to the City are valid enforceable obligations payable by the Successor Agency under the requirements of the Dissolution Act and AB 1484. The City's position on this issue is not a position of settled law, and there is considerable legal uncertainty regarding this issue. It is reasonably possible that a legal determination may be made at a later date by an appropriate judicial authority that would not be in favor of the City.

Payable to the Pico Rivera Housing Assistance Agency

Prior to dissolution, the former Redevelopment Agency had borrowed low- and moderate-income housing set-aside funds to make the payments to the Supplemental Education Revenue Augmentation Fund in accordance with the State of California mandate. These loans are to be repaid to the Redevelopment Agency in its capacity as the Successor Agency. Total outstanding balance at June 30, 2023 was \$1,513,398.

Although the repayment terms on these loans were due in a previous period, the City does not expect the Successor Agency to the former Redevelopment Agency to have enough residual for payment of these obligations in the near future, and therefore, this liability is considered long-term. Repayment funding availability is calculated by the Los Angeles County Auditor-Controller's office twice a year and will be requested when substantial funds are available for the repayment of these loans.

NOTE 15 SUCCESSOR AGENCY DISCLOSURES (CONTINUED)

Payable to the Pico Rivera Water Authority

The Water Authority had an agreement with the former Redevelopment Agency dated January 15, 1990, providing for the advance of funds to finance improvements relating to and within the former Redevelopment Agency's project areas. Interest had been accrued on these advances at a rate of 7%. In fiscal year 2012-13, the Department of Finance ruled that the rate for which interest was accrued on advance to former Redevelopment Agency could not exceed effective LAIF rates. Therefore, interest has been retroactively recalculated using LAIF rates. As a result, the balance of the advance was written down by \$89,272 during fiscal year 2012-13. At June 30, 2023, the net advance balance was \$257,027, which includes accrued interest of \$127,027 and a 25% reserve against this balance totaling \$64,257 due to the estimated collectability by the Water A as a result of the winding down of the affairs of the former Redevelopment Agency.

Tax Allocation Refunding Bonds

On December 16, 2021, the Successor Agency issued Tax Allocation Refunding Bonds, Series 2021 (the 2021 SA TARBs), in the aggregate principal amount of \$13,470,000. These bonds were issued to refinance the 2001 Successor Agency's Tax Allocation Refunding Bonds, Series 2001 (2001 SA TARBs).

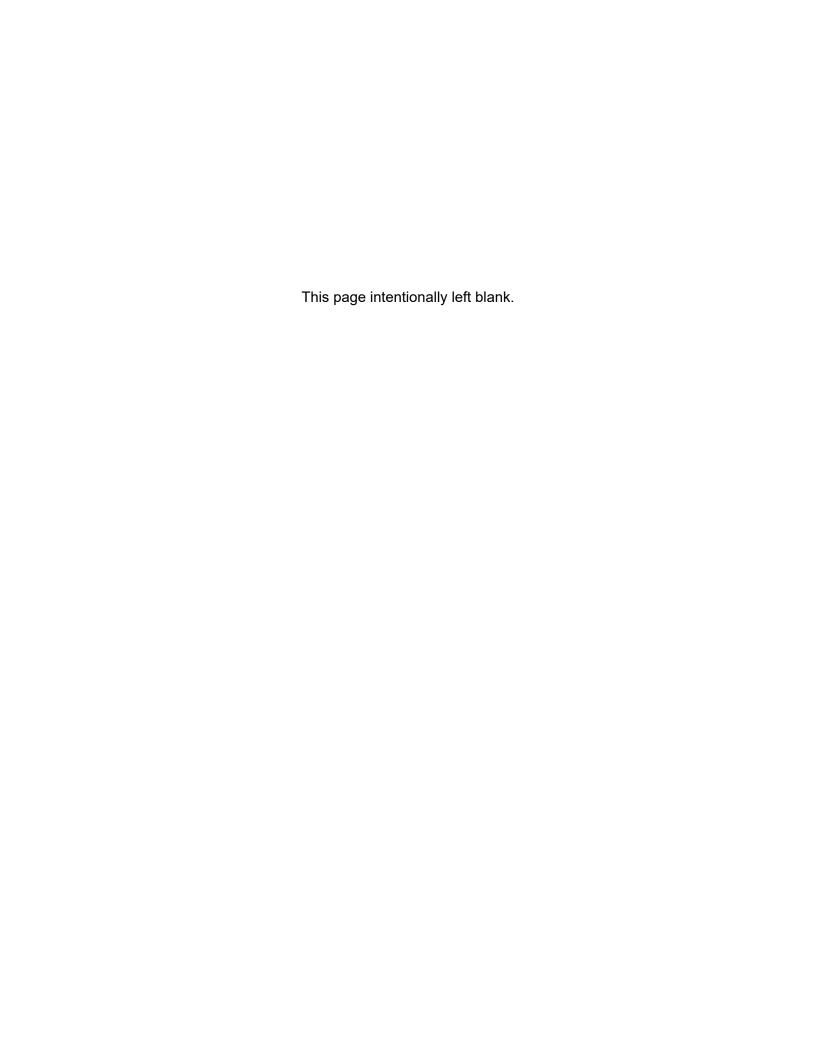
The 2021 SA TARBs pay interest at a rate of 1.5% payable semiannually on June 1 and December 1, commencing on June 1, 2022. Annual debt service for the 2021 SA TARBs is as follows:

<u>Year Ending June 30,</u>	Principal	Interest	Total
2024	\$ 3,615,000	\$ 123,254	\$ 3,738,254
2025	3,720,000	67,874	3,787,874
2026	2,635,000	19,895	2,654,895
Total	\$ 9,970,000	\$ 211,023	\$ 10,181,023

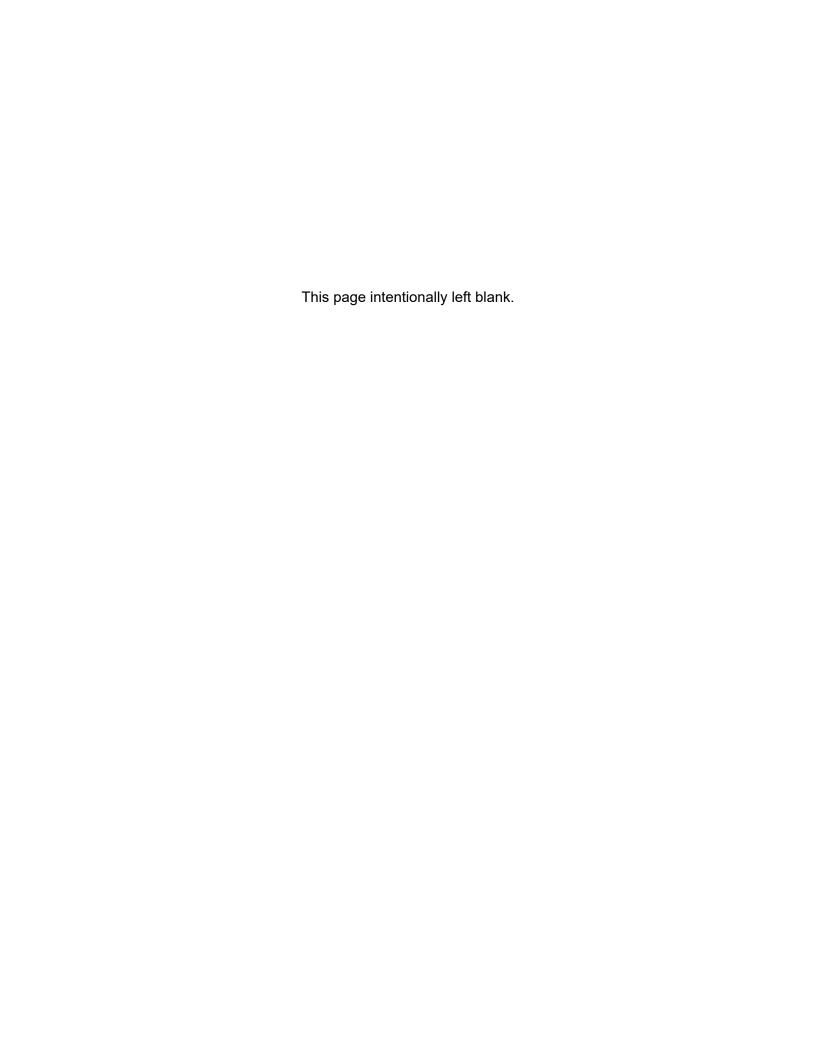
Payable to the County of Los Angeles

The former Redevelopment Agency and County entered into an agreement whereby the County will defer its share of tax increment (County Deferral) generated within the project area and remit it to the Successor Agency to meet the former Redevelopment Agency's debt service obligations. The County Deferral accrues simple interest equal to 5% of the current year's annual deferral amount. The County Deferral is to be repaid with the excess of property tax revenues received by the Successor Agency in excess of its debt payment requirements. The County Deferral is recorded as revenue when received. At June 30, 2023, the balance of the County Deferral including interest was \$43,978,603. There is no fixed payment schedule for the repayment of the County Deferral.

Additionally, at June 30, 2023 the Successor Agency also has a payable to the County of Los Angeles for the gross proceeds received on the sale of land totaling \$1,960,911.







CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS **MISCELLANEOUS PLAN LAST TEN FISCAL YEARS***

	2023		2022		2021		2020	_	2019	_	2018	_	2017		2016	_	2015 ne 30, 2014
Measurement Period: Total Pension Liability: Service Cost Interest on Total Pension Liability	June 30, 20: \$ 1,902,8 8,484,4	45 \$	1,825,934 8,390,682	Ju \$	1,776,130 8,115,666	Ju \$	1,749,749 7,844,359	\$	1,668,403 7,428,615	\$	1,660,852 7,124,315	\$	1,410,606 6,980,849	Ju \$	1,411,834 6,826,754	\$ \$	1,447,138 6,624,512
Differences Between Expected and Actual Experience Changes in Assumptions Changes in Benefits	(2,724,3 4,188,3		(227,395)		(96,456)		2,207,380		1,411,957 (828,380)		(1,258,219) 5,943,062		(1,495,731)		(845,358) (1,681,626)		- - -
Benefit Payments, Including Refunds of Employee Contributions Net Change in Total Pension Liability	(6,277,9 5,573,3		(5,938,611) 4,050,610		(5,747,216) 4,048,124	_	(5,685,436) 6,116,052	_	(5,375,555) 4,305,040	_	(4,857,602) 8,612,408	_	(4,769,549) 2,126,175		(4,686,299) 1,025,305		(4,544,162) 3,527,488
Total Pension Liability - Beginning of Year	123,686,5	46	119,635,936		115,587,812		109,471,760		105,166,720		96,554,312		94,428,137		93,402,832		89,875,344
Total Pension Liability - End of Year (a)	\$ 129.259.8	69 \$	123.686.546	\$	119.635.936	\$	115.587.812	\$	109.471.760	\$	105.166.720	S	96.554.312	\$	94.428.137	\$	93.402.832
Plan Fiduciary Net Position: Plan-to-Plan Resource Movement Contributions - Employer Contributions - Employee Net Investment Income Administrative Expenses Benefit Payments Net Change in Plan Fiduciary Net Position	\$ 4,024,; 758,2 (7,209,; (59,; (6,277,5) (8,764,6)	03 41) 61) 53)	3,785,703 773,207 17,874,219 (78,792) (5,938,611) 16,415,726	\$	3,510,945 824,722 3,795,360 (107,987) (5,747,216) 2,275,824	\$	3,152,902 817,187 4,813,665 (52,319) (5,685,436) 3,045,999	\$	(171) 2,902,032 838,924 5,870,873 (314,561) (5,375,555) 3,921,542	\$	2,552,475 741,941 7,274,632 (94,514) (4,857,602) 5,616,932	\$	2,352,483 681,785 328,225 (39,896) (4,769,549) (1,446,952)	\$	12 2,240,763 716,687 1,459,065 (73,643) (4,686,299) (343,415)	\$	2,552,214 671,298 10,012,754 - (4,544,162) 8,692,104
Plan Fiduciary Net Position - Beginning of Year	95,291,3	67	78,875,641		76,599,817		73,553,818	_	69,632,276	_	64,015,344	_	65,462,296		65,805,711		57,113,607
Plan Fiduciary Net Position - End of Year (b)	\$ 86.527.3	11 \$	95.291.367	\$	78.875.641	\$	76.599.817	\$	73.553.818	\$	69.632.276	S	64.015.344	\$	65,462,296	\$	65,805,711
Net Pension Liability - Ending (a)-(b)	\$ 42.732.5	58 \$	28.395.179	\$	40.760.295	\$	38.987.995	\$	35.917.942	\$	35.534.444	s	32.538.968	\$	28.965.841	\$	27,597,121
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	66.9	4%	77.04%		65.93%		66.27%		67.19%		66.21%		66.30%		69.32%		70.45%
Covered Payroll	\$ 12,290,3	42 \$	11,613,022	\$	11,103,243	\$	10,774,630	\$	9,958,832	\$	9,605,299	\$	8,817,942	\$	8,675,393	\$	8,586,318
Net Pension Liability as Percentage of Covered Payroll	347.6	9%	244.51%		367.10%		361.85%		360.66%		369.95%		369.01%		333.89%		321.41%

NOTES TO SCHEDULE

Benefit Changes:

There were no changes in benefits.

Trom Fiscal Year June 30, 2015 to June 30, 2016:

GASB 68, paragraph 68 states that the long-term expected rate of return should be determined net of pension plan investment expense but without reduction for pension plan administrative expense.

The discount rate of 7.50% used for the June 30, 2015 measurement date is without reduction. of pension plan administrative expense.

From Fiscal Year June 30, 2016 to June 30, 2017: There were no changes in assumptions.

From Fiscal Year June 30, 2017 to June 30, 2018:
The accounting discount rate reduced from 7.65% to 7.15%

From Fiscal Year June 30, 2018 to June 30, 2019:

Demographic assumptions and inflation rate were changed in accordance with CalPERS Experience Study and Review of Actuarial Assumptions December 2017

From Fiscal Year June 30, 2019 to June 30, 2020: There were no changes in assumptions.

From Fiscal Year June 30, 2020 to June 30, 2021: There were no changes in assumptions.

From Fiscal Year June 30, 2021 to June 30, 2022: There were no changes in assumptions

From Fiscal Year June 30, 2022 to June 30, 2023:
The discount rate and long-term rate of return decreased from 7.15% to 6.90% and the inflation rate decreased from 2.5% to 2.3%

^{*} Fiscal year 2015 was the first year of implementation; therefore, only nine years are shown.

CITY OF PICO RIVERA, CALIFORNIA **SCHEDULE OF CONTRIBUTIONS MISCELLANEOUS PLAN LAST TEN FISCAL YEARS***

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Actuarially Determined Contribution	\$ 4,587,084	\$ 4,115,660	\$ 3,510,945	\$ 3,511,156	\$ 3,152,687	\$ 2,902,032	\$ 2,552,475	\$ 2,352,483	\$ 2,240,763
Contributions in Relation to the Actuarially Determined Contributions	(4,587,084)	(4,115,660)	(3,510,945)	(3,511,156)	(3,152,687)	(2,902,032)	(2,552,475)	(2,352,483)	(2,240,763)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 14,458,762	\$ 12,290,342	\$ 11,613,022	\$ 11,103,243	\$ 10,774,630	\$ 9,958,832	\$ 9,605,299	\$ 8,817,942	\$ 8,675,393
Contributions as a Percentage of Covered Payroll	31.73%	33.49%	30.23%	31.62%	29.26%	29.14%	26.57%	26.68%	25.83%
Notes to Schedule:									
Valuation Date	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014	6/30/2013	6/30/2012
Methods and Assumptions Used to Determine Contribution Rates: Actuarial Cost Method Amortization Method Asset Valuation Method Inflation Salary Increases Investment Rate of Return Retirement Age Mortality	Entry age (1) Market Value 2.75% (2) 7.10% (3) (4) (5)	Entry age (1) Market Value 2.75% (2) 7.375% (3) (4) (5)	Entry age (1) Market Value 2.75% (2) 7.375% (3) (4) (5)	Entry age (1) Market Value 2.75% (2) (2) 7.375% (3) (4) (5)	Entry age (1) Market Value 2.50% (2) 7.15% (3) (4) (5)	Entry age (1) Market Value 2.75% (2) 7.375% (3) (4) (5)	Entry age (1) Market Value 2.75% (2) (2) 7.50% (3) (4) (5)	Entry age (1) Market Value 2.75% (2) 7.50% (3) (4) (5)	Entry age (1) Market Value 2.75% (2) 7.50% (3) (4) (5)

⁽¹⁾ Level percentage of payroll, closed.
(2) Depending on age, service, and type of employment.
(3) Net of pension plan investment expense, including inflation.
(4) 2.5% at 55 and 2% at 60 retirement age from 50-67, 2% at 62 retirement age 52-67.
(5) Mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by CalPERS Board of Directors.

^{*} Fiscal year 2015 was the 1st year of implementation, therefore only eight years are shown.

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS COUNCIL PLAN LAST TEN FISCAL YEARS*

	2023		2022	20	021		2020		2019	20	018		2017		2016		2015
Measurement Period:	June 30, 202	23 Ju	une 30, 2022	June 3	30, 2021	June	e 30, 2020	June	30, 2019	June 3	30, 2018	June	e 30, 2017	Jun	e 30, 2016	June	30, 2015
Total Pension Liability:																	
Service Cost	\$ 74	18 \$	748	\$	2,351	\$	2,283	\$	6,794	\$	6,533	\$	6,809	\$	6,547	\$	6,329
Interest on Total Pension Liability	14,0	76	14,044		12,821		11,252		11,243		11,848		11,642		11,117		10,751
Differences Between Expected																	
and Actual Experience		_	-		_		_		_		_		_		(9,032)		_
Changes in Economic/Demographic		_	-		22,057		22,367		_		(16,557)		_		-		_
Changes in Assumptions		-	-		(2,461)		2,623		-		-		8,226		7,389		-
Benefit Payments, Including Refunds of																	
Employee Contributions	(14,3	72)	(14,214)		(14,492)		(14,412)		(12,399)		(10,426)		(10,426)		(10,426)		(10,426)
Net Change in Total Pension Liability	4:	52	578		20,276		24,113		5,638		(8,602)		16,251		5,595		6,654
Total Pension Liability - Beginning of Year	222,8	37	222,309		202,033		177,920		172,282		180,884		164,633		159,038		152,384
Total Pension Liability - End of Year (a)	223,3	39	222,887		222,309		202,033		177,920		172,282		180,884		164,633		159,038
Plan Fiduciary Net Position:																	
Contributions - Employer	3,59	91	3,591		7,183		10,774		14,227		18,648		17,266		18,647		17,957
Contributions - Employee		-	-		-		-		-		-		-		-		-
Net Investment Income	13,0	57	(26,881)		42,720		3,916		9,833		10,214		13,784		83		2,392
Administrative Expenses	(8)	03)	(959)		(925)		(834)		(808)		(762)		(655)		(575)		(540)
Benefit Payments	(14,3	72)	(14,214)		(14,492)		(14,412)		(12,399)		(10,426)		(10,426)		(10,426)		(10,426)
Net Change in Plan Fiduciary Net Position	1,4	73	(38,463)		34,486		(556)		10,853		17,674		19,969		7,729		9,383
Plan Fiduciary Net Position - Beginning of Year	161,2	24	199,687		165,201		165,757		154,904		137,230		117,261		109,532		100,149
Plan Fiduciary Net Position - End of Year (b)	162,69	97	161,224		199,687		165,201		165,757		154,904		137,230		117,261		109,532
Net Pension Liability - Ending (a)-(b)	\$ 60,64	12 \$	61,663	\$	22,622	\$	36,832	\$	12,163	\$	17,378	\$	43,654	\$	47,372	\$	49,506
Plan Fiduciary Net Position as a Percentage of the																	
Total Pension Liability	72.8	5%	72.33%		89.82%		81.77%		93.16%		89.91%		75.87%		71.23%		68.87%
Covered Payroll	\$ 10,68	55 \$	10,655	\$	9,865	\$	32,924	\$	39,460	\$	55,406	\$	57,622	\$	55,406	\$	57,622
Net Pension Liability as Percentage of Covered Payroll	569.14	1%	578.72%	:	229.32%		111.87%		30.82%		31.36%		75.76%		85.50%		85.92%

NOTES TO SCHEDULE

Benefit Changes:

There were no changes in benefits.

Changes in Assumptions:

The June 30, 2015, valuation reflected assumption changes (mortality, disability, and inflation) consistent with the 2014 CalPERS Experience Study.

^{*} Fiscal year 2015 was the first year of implementation; therefore, only nine years are shown.

CITY OF PICO RIVERA, CALIFORNIA **SCHEDULE OF CONTRIBUTIONS COUNCIL PLAN LAST TEN FISCAL YEARS***

		2023		2022	_	2021		2020		2019		2018		2017		2016		2015
Actuarially Determined Contribution	\$	7,715	\$	7,715	\$	7,715	\$	9,938	\$	17,226	\$	17,900	\$	18,616	\$	17,266	\$	17,957
Contributions in Relation to the Actuarially Determined Contributions	_	(3,591)		(3,591)		(7,183)		(10,774)		(14,227)		(18,648)		(17,266)		(18,647)		(17,957)
Contribution Deficiency (Excess)	\$	4,124	\$	4,124	\$	532	\$	(836)	\$	2,999	\$	(748)	\$	1,350	\$	(1,381)	\$	
Covered Payroll	\$	10,655	\$	10,655	\$	9,865	\$	32,924	\$	39,460	\$	55,406	\$	57,622	\$	55,406	\$	57,622
Contributions as a Percentage of Covered Payroll	3	3.70%		33.70%		72.81%		32.72%		36.05%	;	33.66%		29.96%	;	33.66%	;	31.16%
Notes to Schedule:																		
Valuation Date	6/3	30/2022	6	/30/2021	6	3/30/2019	6	/30/2019	6	6/30/2017	6	30/2017	7	7/1/2015	7	/1/2015	6/	30/2013
Methods and Assumptions Used to Determine Contribution Rates: Single Employer Plan Amortization Method Remaining Amortization Period Asset Valuation Method Inflation Salary Increases Investment Rate of Return Retirement Age Mortality	Lev Clos 3-Ye	atry Age lormal el Dollar, ed Period ear Fixed Market 2.50% 0.00% 5.50% 5 Years (1)	Le Clo 3-1	Entry Age Normal veel Dollar, seed Period Year Fixed Market 2.50% 0.00% 6.50% 55 Years (1)	Le Clo 3-	Entry Age Normal evel Dollar, ssed Period Year Fixed Market 2.50% 3.00% 6.50% 55 Years (1)	S-V	entry Age Normal vel Dollar, sed Period /ear Fixed Market 2.50% 3.00% 6.50% 55 Years (1)	Clo 5-	Entry Age Normal evel Dollar, osed Period Year Fixed Market 2.75% 4.00% 6.50% 55 Years (1)	Le Clo: 5-Y	ntry Age Normal yel Dollar, sed Period fear Fixed Market 2.75% 4.00% 6.50% 5 Years (1)	Le Clo 7-\	intry Age Normal vel Dollar, sed Period Year Fixed Market 2.75% 4.00% 6.50% 55 Years (1)	Lev Clos 7-Y	ntry Age Normal vel Dollar, sed Period 'ear Fixed Market 2.75% 4.00% 7.00% 5 Years (1)	Lev Clos 9-Y	ntry Age Normal yel Dollar, sed Period fear Fixed Market 3.00% 4.00% 7.00% 5 Years (1)

⁽¹⁾ Pre-Retirement: Consistent with the nonindustrial rates used to value the CalPERS Miscellaneous Public Agency Pension Plans after June 30, 2017.

* Fiscal year 2015 was the first year of implementation; therefore, only nine years are shown.

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS LAST TEN FISCAL YEARS*

Fiscal Year-End	_	2023	_	2022	2021	_	2020	 2019	 2018
Measurement Date		6/30/2022		6/30/2021	6/30/2020		6/30/2019	6/30/2018	6/30/2017
Total OPEB Liability:									
Service Cost	\$	445,755	\$	568,492	\$ 585,937	\$	605,152	\$ 614,912	\$ 597,000
Interest on Total OPEB Liability		1,410,651		1,832,841	1,790,952		1,873,005	1,792,862	1,717,000
Differences Between Expected and									
Actual Experience		-		(5,246,807)	-		(2,149,380)	-	-
Changes in Assumptions		-		(412,400)	(495,461)		(269,581)	-	-
Benefit Payments		(1,203,248)		(1,201,078)	(1,285,726)		(1,225,426)	 (1,196,000)	 (1,212,000)
Net Change in Total OPEB Liability		653,158		(4,458,952)	595,702		(1,166,230)	1,211,774	1,102,000
Total OPEB Liability - Beginning of Year	_	22,726,294		27,185,246	 26,589,544		27,755,774	 26,544,000	25,442,000
Total OPEB Liability - End of Year (a)		23,379,452		22,726,294	27,185,246		26,589,544	27,755,774	26,544,000
Plan Fiduciary Net Position:									
Contributions - Employer		2,159,703		1,203,599	1,288,526		1,227,833	1,199,000	5,212,000
Net Investment Income		(978,822)		1,356,239	168,441		277,177	331,815	165,000
Administrative Expenses		(4,268)		(4,388)	(5,129)		(3,369)	(10,734)	(1,000)
Benefit Payments		(1,203,248)		(1,201,078)	(1,285,726)		(1,225,426)	(1,196,000)	(1,212,000)
Net Change in Plan Fiduciary Net Position		(26,635)		1,354,372	166,112		276,215	324,081	4,164,000
Plan Fiduciary Net Position - Beginning of Year		6,284,780	_	4,930,408	 4,764,296	_	4,488,081	 4,164,000	
Plan Fiduciary Net Position - End of Year (b)		6,258,145		6,284,780	 4,930,408		4,764,296	 4,488,081	 4,164,000
Net OPEB Liability - Ending (a)-(b)	\$	17,121,307	\$	16,441,514	\$ 22,254,838	\$	21,825,248	\$ 23,267,693	\$ 22,380,000
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability		26.77%		27.65%	18.14%		17.92%	16.17%	15.69%
Covered - Employee Payroll	\$	12,284,836	\$	12,992,596	\$ 12,474,643	\$	12,334,638	\$ 10,314,000	\$ 9,770,000
Net OPEB Liability as Percentage of Covered - Employee Payroll		139.37%		126.55%	178.40%		176.94%	225.59%	229.07%

NOTES TO SCHEDULE

Benefit Changes:

There were no changes in benefits.

Changes in Assumptions:

From fiscal year June 30, 2017 to June 30, 2018:

There were no changes in assumptions.

From fiscal year June 30, 2018 to June 30, 2019:

There were no changes in assumptions.

From fiscal year June 30, 2019 to June 30, 2020:

Demographic assumptions were updated to CalPERS 1997-2015 Experience Study.

Mortality improvement scale was updated to Scale MP-2019

From fiscal year June 30, 2020 to June 30, 2021:

ACA excise tax removed

From fiscal year June 30, 2021 to June 30, 2022:

Discount rate was updated based on newer capital market assumptions ad inflation rate decreased 25 basis point

Demographic assumptions were updated to CalPERS 2000-2019 Experience Study.

Medical trend rate decreased for Kaiser Senior Advantage and Medicare Advantage age-related claims removed Mortality improvement scale was updated to Scale MP-2021

From fiscal year June 30, 2022 to June 30, 2023:

There were no changes in assumptions.

^{*} Fiscal year 2018 was the first year of implementation; therefore, only six years are shown.

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF CONTRIBUTIONS – OPEB PLAN LAST TEN FISCAL YEARS*

		2023	 2022		2021		2020		2019	_	2018
Actuarially Determined Contribution	\$	1,766,000	\$ 3,135,000	\$	3,065,000	\$	2,790,000	\$	2,739,000	\$	2,688,000
Contributions in Relation to the Actuarially Determined Contributions		(1,777,258)	 (2,159,703)		(1,203,599)		(1,288,526)		(1,227,833)		(1,199,000)
Contribution Deficiency (Excess)	\$	(11,258)	\$ 975,297	\$	1,861,401	\$	1,501,474	\$	1,511,167	\$	1,489,000
Covered - Employee Payroll	\$	14,315,004	\$ 12,284,836	\$	12,992,596	\$	12,474,643	\$	12,334,638	\$	10,314,000
Contributions as a Percentage of Covered - Employee Payroll		12.42%	17.58%		9.26%		10.33%		9.95%		11.62%
Notes to Schedule:											
Valuation Date		6/30/2021	6/30/2021		6/30/2019		6/30/2019		6/30/2017		6/30/2017
Methods and Assumptions Used to Determine Contribution Rates:							Entry Ago				
Agent Multiple Employer Plan Amortization Method					l evel Pe	rcer	Entry Age ntage of Payrol	l Cla	nsed		
Asset Valuation Method			Inve	estm	ent Gains and I					eriod	
Inflation		2.75%	2.75%		2.75%		2.75%		2.75%		2.75%
Medical Trend		Non-Medic Decreasing			Non-Medica Decreasir				Non-Medica Decreasir		
	ľ	Medicare (Non- Decreasir			Medicar Decreasir				Medicar Decreasir		
		Medicare (K Decreasir	•								
Investment Rate of Return		6.25%	6.25%		6.75%		6.75%		6.75%		6.75%
Mortality		CalPERS Experier			CalPERS Experier				CalPERS Experier		

^{*} Fiscal year 2018 was the first year of implementation; therefore, only five years are shown.

CITY OF PICO RIVERA, CALIFORNIA BUDGETARY COMPARISON SCHEDULE GENERAL FUND YEAR ENDED JUNE 30, 2023

				Variance with Final Budget
	Budgeted	I Amounts		Positive
	Original	Final	Actual	(Negative)
REVENUES				,
Taxes and Assessments	\$ 42,345,046	\$ 42,358,146	\$ 44,582,928	\$ 2,224,782
Licenses and Permits	3,630,246	3,810,246	5,776,946	1,966,700
Intergovernmental	710,658	710,658	261,178	(449,480)
Charges for Services	1,430,126	1,430,126	1,561,583	131,457
Fines, Forfeitures, and Penalties	1,314,076	1,314,076	1,171,765	(142,311)
Investment and Rental	242,590	242,590	1,023,396	780,806
Miscellaneous	335,416	519,496	2,117,855	1,598,359
Total Revenues	50,008,158	50,385,338	56,495,651	6,110,313
EXPENDITURES				
Current:				
General Government	11,096,933	12,765,090	10,960,163	1,804,927
Public Safety	12,854,647	13,398,518	12,651,644	746,874
Public Works	9,947,234	11,368,880	10,051,681	1,317,199
Parks and Recreation	6,289,561	6,957,823	5,880,692	1,077,131
Community Development	7,511,108	9,635,436	5,988,525	3,646,911
Capital Outlay	-	_	364,171	(364,171)
Debt Service:				
Principal	995,000	995,000	995,000	-
Interest and Fiscal Charges	926,250	926,250	926,250	-
Lease Principal	-	_	25,205	(25,205)
Lease Interest	-	-	1,876	(1,876)
Total Expenditures	49,620,733	56,046,997	47,845,207	8,201,790
EXCESS OF REVENUES OVER				
(UNDER) EXPENDITURES	387,425	(5,661,659)	8,650,444	14,312,103
OTHER FINANCING SOURCES (USES)				
Transfers In	1,825,300	2,114,797	1,847,348	(267,449)
Transfers Out	(2,212,695)	(2,378,608)	(2,378,608)	-
Proceeds from Bond Issuance			928,625	928,625
Total Other Financing				
Sources (Uses)	(387,395)	(263,811)	397,365	661,176
NET CHANGE IN FUND BALANCE	30	(5,925,470)	9,047,809	14,973,279
Fund Balance - Beginning of Year	73,222,162	73,222,162	73,222,162	
FUND BALANCE - END OF YEAR	\$ 73,222,192	\$ 67,296,692	\$ 82,269,971	\$ 14,973,279

CITY OF PICO RIVERA, CALIFORNIA BUDGETARY COMPARISON SCHEDULE HOUSING AGENCY SECTION 8 SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Budgeted	Amounts		Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	\$ 5,191,400	\$ 5,191,400	\$ 6,172,837	\$ 981,437
Investment and Rental	-	-	446	446
Miscellaneous	22,272	22,272	32,558	10,286
Total Revenues	5,213,672	5,213,672	6,205,841	992,169
EXPENDITURES Current: Health and Welfare	6,062,675	6,104,088	6,147,787	(43,699)
NET CHANGE IN FUND BALANCE	(849,003)	(890,416)	58,054	948,470
Fund Balance - Beginning of Year	475,051	475,051	475,051	
FUND BALANCE - END OF YEAR	\$ (373,952)	\$ (415,365)	\$ 533,105	\$ 948,470

CITY OF PICO RIVERA, CALIFORNIA BUDGETARY COMPARISON SCHEDULE AMERICAN RESCUE PLAN SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Budgeted	Amo	ounts		Fir	riance with nal Budget Positive
	Original		Final	Actual	(1)	legative)
OTHER FINANCING SOURCES (USES) Transfers Out	\$ (770,391)	\$	(770,391)	\$ -	\$	770,391
Fund Balance - Beginning of Year				-		
FUND BALANCE - END OF YEAR	\$ (770,391)	\$	(770,391)	\$ <u>-</u>	\$	770,391

CITY OF PICO RIVERA, CALIFORNIA NOTE TO REQUIRED SUPPLEMENTARY INFORMATION JUNE 30, 2023

NOTE 1 BUDGETARY CONTROL AND ACCOUNTING

The City of Pico Rivera (the City) adopts annual budgets for governmental funds on a basis that is the same as accounting principles generally accepted in the United States of America.

The City's budget is a detailed operating plan, which identifies estimated costs and results in relation to estimated revenues. The budget includes (1) the programs, projects, services, and activities to be provided during the fiscal year; (2) the estimated resources (inflows) and amounts available for appropriation; and (3) the estimated charges to appropriations. The budget represents a process through which policy decisions are made, implemented, and controlled.

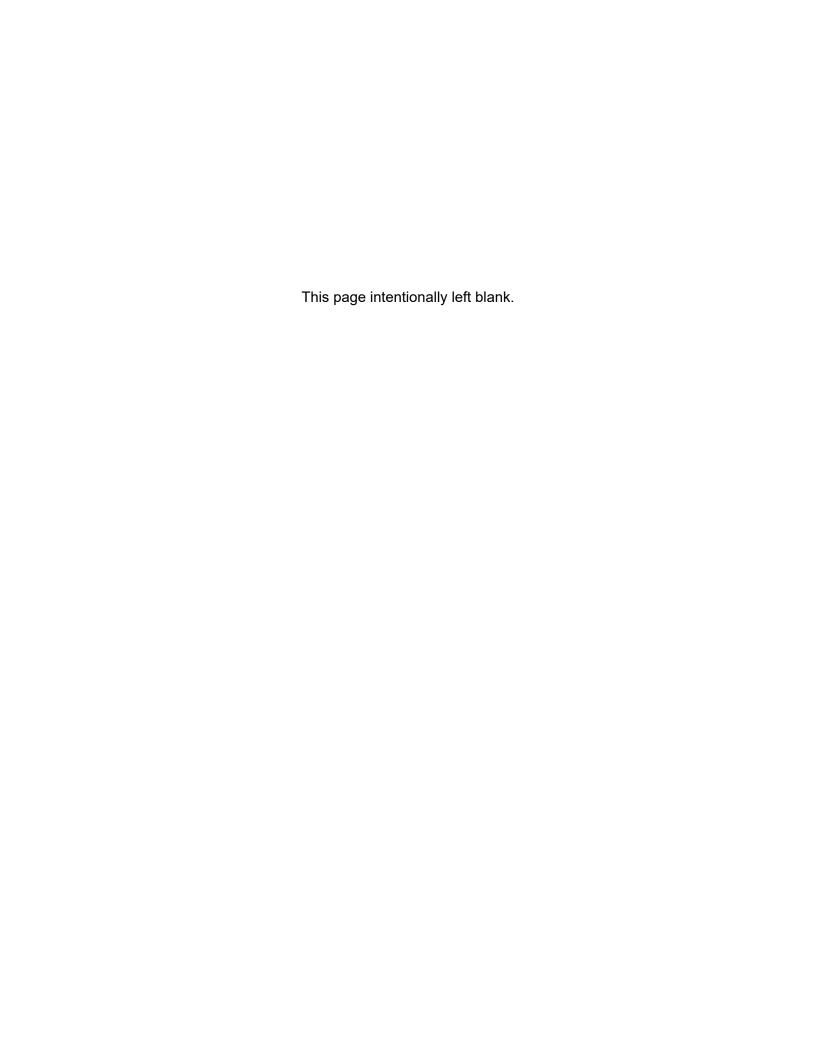
The following procedures establish the budgetary data reflected in the financial statements:

The budget is prepared under the City Manager's direction and adopted by the City Council, generally prior to June 30 of each year. It is revised periodically during the year by the City Council. The budget presented in the financial statements includes the original and final amounts. The budget serves as a policy document for the deliverance of public services; however, expenditures are individually approved by the City Council. The City Manager is authorized to transfer amounts within individual fund budgets without the approval of City Council. Additional appropriations during the year may be submitted to the City Council for review and approval.

Budget information is presented for the governmental fund types. There were no budgeted appropriations for the Housing Agency Low and Moderate Income Housing Special Revenue Fund, which is used to account for all successor agency housing activities; the Park Development Special Revenue Fund, which accounts for funds received on new residential construction for the purpose of improving and/or developing the City's park system; and the 2018 Series A COP Capital Projects Fund, which is used to account for the proceeds of the 2018 Series A Certificates of Participation and all capital expenditures paid from proceeds of the certificates. Accordingly, no budgetary comparison for these funds is presented in the financial statements. Budgeted revenue amounts represent the original budget modified by City Council-authorized adjustments during the year, which were contingent upon new or additional revenue sources. Budgeted expenditure amounts represent original appropriations adjusted for supplemental appropriations during the year. The budgets conform, in all material respects, to accounting principles generally accepted in the United States of America. Appropriations lapse at year-end.

Budgetary compliance is monitored without the use of encumbrances.





CITY OF PICO RIVERA, CALIFORNIA DESCRIPTION OF OTHER GOVERNMENTAL FUNDS JUNE 30, 2023

SPECIAL REVENUE FUNDS

Special Revenue Funds account for proceeds of specific revenue sources that are legally restricted or otherwise designated for specific purposes. Special Revenue Funds include the following:

Community Development Block Grant Fund accounts for funds received from the U.S. Department of Housing and Urban Development for the purpose of Housing Rehabilitation, Social Services, and qualified capital improvements.

State Gas Tax Fund accounts for the City's proportionate share of gas tax monies collected by the state of California, which are used for street construction and maintenance.

Light Assessment District Fund accounts for monies received for lighting services deemed to benefit the properties and businesses against which the special benefit assessments are levied. The assessments are levied once a year and are collected by the Los Angeles County Tax Collector, and remitted to the City.

Park Development Fund accounts for funds received on new residential construction for the purpose of improving and/or developing the City's park system.

Prop A Fund accounts for the ½% sales tax approved by Prop A in Los Angeles County, which is restricted for transportation programs and projects.

Prop C Fund accounts for the ½% sales tax approved by Prop C, which is restricted for transportation programs and projects.

Measure R Fund accounts for monies received and expenditures relative to Measure R projects.

Measure M Fund accounts for monies received and expenditures relative to Measure M projects.

Measure A Fund accounts for monies received and expenditures relative to Measure A projects.

HOME Grant Fund accounts for funds received from the U.S. Department of Housing and Urban Development for the purpose of housing loans and rehabilitation.

CalHOME Grant Fund accounts for funds received from the state of California for the purpose of providing home rehabilitation loans.

Air Quality Improvement Fund accounts for the additional vehicle registration fees received from the Southern California Air Quality Management District for the purpose of air pollution reduction.

County Grants Fund accounts for various Los Angeles County grants that are received for restricted expenditures for specific programs and projects.

CITY OF PICO RIVERA, CALIFORNIA DESCRIPTION OF OTHER GOVERNMENTAL FUNDS (CONTINUED) JUNE 30, 2023

SPECIAL REVENUE FUNDS (CONTINUED)

State Grants Fund accounts for the various state of California grants that are restricted to expenditures for specific programs and projects.

Economic Sustainability Fund accounts for funds received from the companies developing the Pico Rivera Towne Center under the terms of the improvement and reimbursement agreements with the Redevelopment Agency.

Image Enhancement Fund accounts for funds received from all developers for the enhancement of the image of the City of Pico Rivera.

Sewer Maintenance Fund accounts for direct assessments on property for annual and long-term maintenance of the sewer system.

Reach Grants Fund accounts for funds received from the state of California for the after-school learning program.

Cable/PEG Support Fund accounts for fees received that are restricted to upgrades to the City's cable system.

Transportation Development Act Fund accounts for funds received from the state of California Department of Transportation for the development and support of public transportation needs.

Housing Agency Low and Moderate Income Housing Fund (LMIHF) accounts for assets received from dissolution of the former Pico Rivera Redevelopment Agency dedicated to low- and moderate-income housing activities pursuant to the California Health and Safety Code.

Measure W accounts for the revenues and expenditures provided to the city by the Los Angeles County Measure W Safe Clean Water Program. The revenues are a parcel tax to be utilized to increase the local water supply, improve water quality, and invest in making the City of Pico Rivera greener or more livable.

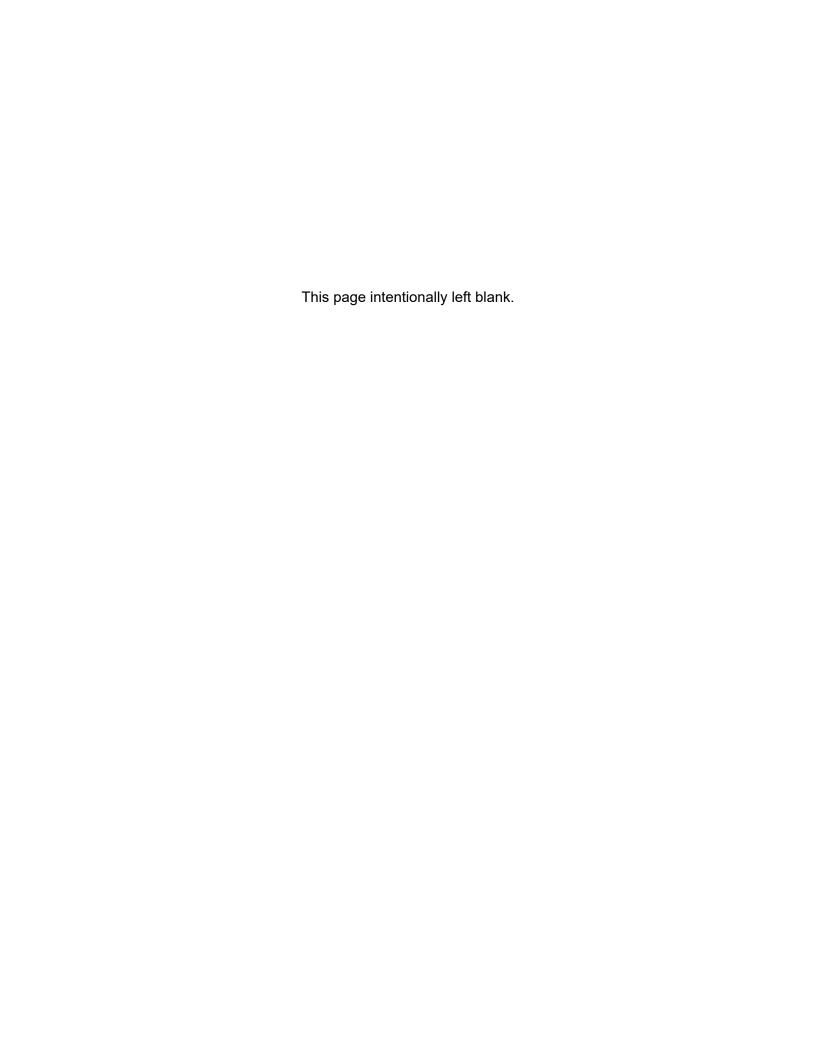
Federal Grants Fund accounts for the various federal grants that are restricted to expenditures for specific programs and projects.

CAPITAL PROJECTS FUNDS

Capital Projects Funds account for financial resources used for the acquisition or construction of major capital facilities. Capital Projects Funds include the following:

Capital Improvement Capital Projects Fund accounts for acquisition or construction of major capital facilities.

Paramount/Mines Landscape Maintenance Assessment Fund accounts for funds received for the installation and maintenance of common areas deemed to benefit the properties against which the special benefit assessments are levied.



		Special Rev	/enu	e Funds		
ASSETS	ommunity velopment Block Grant	State Gas Tax	_A	Lighting ssessment District	Dev	Park relopment
Cash and Investments Accounts Receivable Taxes Receivable Interest Receivable Long-Term Receivables Prepaid Items Receivables from Successor Agency	\$ 619,139 - - 176,409 - -	\$ 4,550,447 - 379,400 24,111 - -	\$	2,394,477 349 60,123 13,274	\$	4,415 - - 23 - -
Total Assets	\$ 795,548	\$ 4,953,958	\$	2,468,223	\$	4,438
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES						
LIABILITIES Accounts Payable Accrued Liabilities Retention Payable Due to Other Funds Unearned Revenue Due to Other Agencies Total Liabilities	\$ 483,483 - 135,657 - 176,409 795,549	\$ 1,771,946 6,782 11,275 - - - 1,790,003	\$	49,921 12,344 - - - - 62,265	\$	- - - - - - -
DEFERRED INFLOWS OF RESOURCES Unavailable Revenue	156,536	 				
FUND BALANCES (DEFICITS) Restricted Assigned Unassigned Total Fund Balances (Deficits)	- (156,537) (156,537)	3,163,955 - - 3,163,955		2,405,958 - - 2,405,958		4,438 - - 4,438
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 795,548	\$ 4,953,958	\$	2,468,223	\$	4,438

Special Revenue Funds (Co	ontinued)
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					•				,				
	Prop A		Prop C		Measure R	<u> </u>	Measure M	N	leasure A		HOME Grant		CalHOME Grant
\$	3,793,840 13,373	\$	3,546,918 74,713	\$	2,533,447 1,630,626	\$	596,794 -	\$	1 -	\$	2,660,371 6	\$	704,503
	19,443 - -		18,557 - -		13,278 - -		3,348 - 2,627		- - -		10,614 2,570,592		- 1,102,130 -
\$	3,826,656	\$	3,640,188	\$	4,177,351	\$	602,769	\$	1	\$	5,241,583	\$	1,806,633
Φ.	440.077	Φ.	007.405	Φ.	505,000	•	400.040	Φ.		Φ.		Φ.	
\$	116,377 5,234 -	\$	937,195 5,136 67,370	\$	565,099 5,125 288,401	\$	109,318 396 -	\$	- - -	\$	- - -	\$	- - -
	- - 121,611		1,009,701		858,625		- - 109,714		- - -		2,570,592 2,570,592		1,102,130 1,102,130
			74,713		1,603,507		<u>-</u>						
	3,705,045		2,555,774		1,715,219		493,055		1 -		2,670,991		704,503
	3,705,045		2,555,774		1,715,219		493,055		1		2,670,991		704,503
\$	3,826,656	\$	3,640,188	\$	4,177,351	\$	602,769	\$	1_	\$	5,241,583	\$	1,806,633

	Special Revenue Funds (Continued)							
ASSETS	Air Quality Improvement			County Grants		State Grants		conomic stainability
Cash and Investments Accounts Receivable Taxes Receivable Interest Receivable	\$	501,762 - - 2,526	\$	17,334 1,748,150	\$	476,607 1,158,741 - 640	\$	974,237 - - 5,036
Long-Term Receivables Prepaid Items Receivables from Successor Agency		- - - -		- - - -		- - - -		- - -
Total Assets	\$	504,288	\$	1,765,484	\$	1,635,988	\$	979,273
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES								
LIABILITIES Accounts Payable Accrued Liabilities	\$	233	\$	243,296 5,351	\$	196,024 1,981	\$	-
Retention Payable Due to Other Funds Unearned Revenue Due to Other Agencies		- - -		1,500,360		1,077,759		- - -
Total Liabilities		233		1,749,007		1,275,764		-
DEFERRED INFLOWS OF RESOURCES Unavailable Revenue				739,304		579,675		
FUND BALANCES (DEFICITS) Restricted Assigned		504,055 -		-		- -		979,273
Unassigned				(722,827)		(219,451)		
Total Fund Balances (Deficits)		504,055		(722,827)		(219,451)		979,273
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$	504,288	\$	1,765,484	\$	1,635,988	\$	979,273

	Special Revenue Funds (Continued)									
<u>Er</u>	Image hhancement				Reach Grants		able/PEG Support	Transportation Development Act		
\$	1,351,423 - - 6,120 - -	\$	- - - - -	\$	956,742 - - 4,648 - -	\$	252,331 - 531 - - -	\$	123,513 28,110 - - -	
\$	1,357,543	\$		\$	961,390	\$	252,862	\$	151,623	
\$	263 - - - -	\$	7,190 - - 13,190	\$	75,454 8,197 - -	\$	- - - -	\$	683 936 - 31,054	
	263		20,380		83,651				32,673	
									123,511	
	1,357,280		-		877,739		252,862		-	
	1,357,280		(20,380) (20,380)		877,739		252,862		(4,561) (4,561)	

	Special Revenue Funds (Continued)							
ASSETS	Housing Agency LMIHF			Measure W		Federal Grants	Total Special Revenue Funds	
Cash and Investments	\$	1,207,075	\$	1,911,417	\$	15,158	\$ 28,449,299	
Accounts Receivable		-		-		662,997	6,031,607	
Taxes Receivable		-		-		-	468,164	
Interest Receivable		- 0.005		9,932		-	131,550	
Long-Term Receivables Prepaid Items		6,235		2,627		-	3,855,366 5,254	
Receivables from Successor Agency		1,513,398		2,027		-	1,513,398	
Receivables IIOIII Successor Agency		1,515,596	_	<u>-</u> _			1,515,596	
Total Assets	\$	2,726,708	\$	1,923,976	\$	678,155	\$ 40,454,638	
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES								
LIABILITIES								
Accounts Payable	\$	-	\$	27,289	\$	343,893	\$ 4,927,664	
Accrued Liabilities		-		-		_	51,482	
Retention Payable		-		-		15,585	382,631	
Due to Other Funds		-		-		442,860	2,123,121	
Unearned Revenue		-		-		-	1,077,759	
Due to Other Agencies				-			3,849,131	
Total Liabilities	_			27,289		802,338	12,411,788	
DEFERRED INFLOWS OF RESOURCES								
Unavailable Revenue				-		581,981	3,859,227	
FUND BALANCES (DEFICITS)								
Restricted		2,726,708		1,896,687		-	26,013,543	
Assigned		-		-		-	-	
Unassigned			_			(706,164)	(1,829,920)	
Total Fund Balances (Deficits)		2,726,708		1,896,687	-	(706,164)	24,183,623	
Total Liabilities, Deferred Inflows								
of Resources, and Fund Balances	\$	2,726,708	\$	1,923,976	\$	678,155	\$ 40,454,638	

· <u> </u>			mount/Mines		Total		Total	
			andscape		Capital		Other	
	Capital	Ma	intenance		Projects	Governmental		
<u>lı</u>	mprovement	As	sessment		Funds		Funds	
\$	13,602,083	\$	69,600	\$	13,671,683	\$	42,120,982	
	24,250		-		24,250		6,055,857	
	-		-		-		468,164	
	-		357		357		131,907	
	-		-		-		3,855,366	
	-		-		-		5,254	
					<u>-</u>		1,513,398	
\$	13,626,333	\$	69,957	\$	13,696,290	\$	54,150,928	
	10,0=0,000				10,000,000			
Ф	00.007	ф		Φ	00.207	Φ.	E 047 024	
\$	89,367	\$	-	\$	89,367	\$	5,017,031	
	26		-		26		51,508	
	-		-		-		382,631	
	224,644		-		224,644		2,347,765	
	-		-		-		1,077,759	
	- 044.007				- 044.007		3,849,131	
	314,037				314,037		12,725,825	
							3,859,227	
	_		69,957		69,957		26,083,500	
	13,312,296		-		13,312,296		13,312,296	
	-		_		-		(1,829,920)	
	13,312,296		69,957		13,382,253		37,565,876	
\$	13,626,333	\$	69,957	\$	13,696,290	\$	54,150,928	

	Special Revenue Funds							
	Community Development Block Grant	State Gas Tax	Lighting Assessment District	Park Development				
REVENUES								
Taxes and Assessments	\$ -	\$ -	\$ 2,083,313	\$ -				
Intergovernmental	1,579,782	2,944,884	-	-				
Charges for Services	-	70.540	-	-				
Investment and Rental	-	79,540	33,636	2,413				
Miscellaneous Total Revenues	1,579,782	2 024 424	2,116,949	2,413				
rotal Revenues	1,579,762	3,024,424	2,110,949	2,413				
EXPENDITURES								
Current:								
General Government	_	_	_	_				
Public Works	-	122,491	731,406	_				
Parks and Recreation	-	, -	-	_				
Health and Welfare	-	_	-	-				
Community Development	144,702	-	-	-				
Capital Outlay	1,589,855	2,724,019		227,000				
Total Expenditures	1,734,557	2,846,510	731,406	227,000				
EXCESS OF REVENUES OVER								
(UNDER) EXPENDITURES	(154,775)	177,914	1,385,543	(224,587)				
OTHER FINANCING SOURCES (USES)								
Transfers In	_	_	_	_				
Transfers Out	- -	(1,557,851)	(289,497)	_				
Total Other Financing		(1,001,001)	(200,101)					
Sources (Uses)	-	(1,557,851)	(289,497)	_				
NET CHANGE IN FUND BALANCES	(154,775)	(1,379,937)	1,096,046	(224,587)				
Fund Balances (Deficits) - Beginning of Year	(1,762)	4,543,892	1,309,912	229,025				
FUND BALANCES (DEFICITS) - END OF YEAR	\$ (156,537)	\$ 3,163,955	\$ 2,405,958	\$ 4,438				

Special Revenue Funds (Continued)

Prop A	Prop C	Measure R	Measure M	Measure A	HOME Grant	CalHOME Grant	
\$ 1,660,06	- \$ - 2 1,376,974	\$ - 1,328,314	\$ - 1,167,903	\$ - 1	\$ - -	\$ - -	
62,49 15,03 1,737,58		40,229	17,402 - 1,185,305	- - - 1	78,475 13,217 91,692	1,200 1,200	
		-	_	-	-	-	
1,352,12	22 312,423	76,743	243,697	-	-	-	
		-	- -	-	-	-	
		-	-	-	-	-	
1,352,12	- <u>1,724,869</u> 22 <u>2,037,292</u>	1,259,308 1,336,051	243,697				
385,46			941,608	1	91,692	1,200	
	- - -	- 	- (836,169 <u>)</u>	<u>-</u>	<u>-</u>	- -	
		-	(836,169)	_	-	_	
385,46	(599,135)	32,492	105,439	1	91,692	1,200	
3,319,58	3,154,909	1,682,727	387,616		2,579,299	703,303	
\$ 3,705,04	5 \$ 2,555,774	\$ 1,715,219	\$ 493,055	\$ 1	\$ 2,670,991	\$ 704,503	

	Special Revenue Funds (Continued)							
		Air Quality Improvement		County Grants	State Grants		Economic Sustainability	
REVENUES								
Taxes and Assessments	\$	-	\$	-	\$	-	\$	-
Intergovernmental		77,122		1,077,808		1,061,298		-
Charges for Services		-		-		-		-
Investment and Rental		7,891		-		1,948		55,926
Miscellaneous				1,855				
Total Revenues		85,013		1,079,663		1,063,246		55,926
EXPENDITURES Current:								
General Government Public Works		- 25 405		-		-		-
		35,485		-		-		-
Parks and Recreation Health and Welfare		-		647,746		- 1,127,143		-
		-		-		1,127,143		20.667
Community Development		-		1 047 500		-		39,667
Capital Outlay Total Expenditures		35,485		1,047,500 1,695,246	-	1,127,143		39,667
Total Experiultures		33,403		1,093,240		1,121,143		39,007
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		49,528		(615,583)		(63,897)		16,259
OTHER FINANCING SOURCES (USES) Transfers In Transfers Out		- -		-		- -		-
Total Other Financing Sources (Uses)		<u>-</u>		<u>-</u>				<u>-</u>
NET CHANGE IN FUND BALANCES		49,528		(615,583)		(63,897)		16,259
Fund Balances (Deficits) - Beginning of Year		454,527		(107,244)		(155,554)		963,014
FUND BALANCES (DEFICITS) - END OF YEAR	\$	504,055	\$	(722,827)	\$	(219,451)	\$	979,273

Special Revenue Funds (C	ontinued)
--------------------------	-----------

<u>Er</u>	Image Enhancement M		Sewer intenance		Reach Grants	Cable/PEG Support		Transportation Development Act		
\$	-	\$	168	\$	22,403	\$	-	\$	-	
	-		-		1,423,983		-		28,110	
	777,380		-		-		-		-	
	12,797		-		6,344		- 54.077		-	
	790,177		168		1,452,730	-	54,077 54,077		28,110	
	700,117		100		1,102,100		01,011		20,110	
	628		-	_		-		-		
	-		-		-		32,703		27,179	
	-		-		1,067,497		-		-	
	-		-		-		-		-	
	- -		_		_		69,384		_	
	628		_		1,067,497		102,087		27,179	
		•								
	789,549		168		385,233		(48,010)		931	
	700,010		100		000,200		(10,010)		001	
	_		_		_		_		_	
									_	
	-		_		_		_		_	
	789,549		168		385,233		(48,010)		931	
	567,731		(20,548)		492,506		300,872		(5,492)	
\$	1,357,280	\$	(20,380)	\$	877,739	\$	252,862	\$	(4,561)	

	Special Revenue Funds (Continued)						
	Housing Agency LMIHF	Measure W	Federal Grants	Total Special Revenue Funds			
REVENUES							
Taxes and Assessments	\$ -	\$ -	\$ -	\$ 2,105,884			
Intergovernmental	-	896,420	1,641,424	16,264,085			
Charges for Services	-	-	-	777,380			
Investment and Rental	50,310	30,794	-	541,378			
Miscellaneous	7,794	·	-	93,173			
Total Revenues	58,104	927,214	1,641,424	19,781,900			
EXPENDITURES Current:							
General Government	-	-	-	628			
Public Works	-	192,525	316,314	3,443,088			
Parks and Recreation	-	-	-	1,715,243			
Health and Welfare	-	-	-	1,127,143			
Community Development	-	-	-	184,369			
Capital Outlay			1,819,000	10,460,935			
Total Expenditures		192,525	2,135,314	16,931,406			
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	58,104	734,689	(493,890)	2,850,494			
OTHER FINANCING SOURCES (USES)							
Transfers In	-	-	-	-			
Transfers Out				(2,683,517)			
Total Other Financing Sources (Uses)		<u>-</u>		(2,683,517)			
NET CHANGE IN FUND BALANCES	58,104	734,689	(493,890)	166,977			
Fund Balances (Deficits) - Beginning of Year	2,668,604	1,161,998	(212,274)	24,016,646			
FUND BALANCES (DEFICITS) - END OF YEAR	\$ 2,726,708	\$ 1,896,687	\$ (706,164)	\$ 24,183,623			

	Capital Projects Funds										
		Paramount/Mines		Total	Total						
		Landscape		Capital	Other						
	Capital	Maintenance	2009 Lease	Projects	Governmental						
<u>In</u>	nprovement	Assessment	Revenue Bond	Funds	Funds						
\$	_	\$ 11,245	\$ -	\$ 11,245	\$ 2,117,129						
,	_	-	· <u>-</u>	-	16,264,085						
	-	-	-	-	777,380						
	-	1,076	-	1,076	542,454						
	-	· <u>-</u>	-	-	93,173						
	-	12,321	_	12,321	19,794,221						
	-	-	-	-	628						
	-	-	-	-	3,443,088						
	-	-	-	-	1,715,243						
	-	-	-	-	1,127,143						
	-	-	-	-	184,369						
	656,921			656,921	11,117,856						
	656,921			656,921	17,588,327						
	(656,921)	12,321	-	(644,600)	2,205,894						
	2,378,608	_	_	2,378,608	2,378,608						
	-	_	_	-	(2,683,517)						
	2,378,608	_		2,378,608	(304,909)						
	_										
	1,721,687	12,321	-	1,734,008	1,900,985						
	11,590,609	57,636		11,648,245	35,664,891						
\$	13,312,296	\$ 69,957	\$ -	\$ 13,382,253	\$ 37,565,876						

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL COMMUNITY DEVELOPMENT BLOCK GRANT SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

DEVENUE	Final Budgeted Amounts			Actual	F	ariance with inal Budget Positive (Negative)
REVENUES Intergovernmental	\$	1,091,484	\$	1,579,782	\$	488,298
Miscellaneous	Ψ	50,000	Ψ	-	Ψ	(50,000)
Total Revenues		1,141,484		1,579,782		438,298
EXPENDITURES Current: Community Development Capital Outlay Total Expenditures		271,023 2,036,183 2,307,206		144,702 1,589,855 1,734,557	_	126,321 446,328 572,649
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		(1,165,722)		(154,775)		1,010,947
Fund Balance (Deficit) - Beginning of Year		(1,762)		(1,762)		
FUND BALANCE (DEFICIT) - END OF YEAR	\$	(1,167,484)	\$	(156,537)	\$	(1,010,947)

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL STATE GAS TAX SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES Intergovernmental	\$ 3,264,913	\$ 2,944,884	\$ (320,029)
Investment and Rental	10,722	79,540	68,818
Total Revenues	3,275,635	3,024,424	(251,211)
EXPENDITURES Current:			
Public Works	194,825	122,491	72,334
Capital Outlay:	2,726,027	2,724,019	2,008
Total Expenditures	2,920,852	2,846,510	74,342
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	354,783	177,914	(176,869)
OTHER FINANCING USES Transfers Out	(1,825,300)	(1,557,851)	267,449
NET CHANGE IN FUND BALANCE	(1,470,517)	(1,379,937)	90,580
Fund Balance - Beginning of Year	4,543,892	4,543,892	
FUND BALANCE - END OF YEAR	\$ 3,073,375	\$ 3,163,955	\$ 90,580

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL LIGHTING ASSESSMENT DISTRICT SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES Taxes and Assessments Investment and Rental Total Revenues	\$ 1,094,185 7,407 1,101,592	\$ 2,083,313 33,636 2,116,949	\$ 989,128 26,229 1,015,357
EXPENDITURES Current: Public Works	1,183,671	731,406	452,265
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(82,079)	1,385,543	1,467,622
OTHER FINANCING SOURCES (USES) Transfers Out	(289,497)	(289,497)	
NET CHANGE IN FUND BALANCE	(371,576)	1,096,046	1,467,622
Fund Balance - Beginning of Year	1,309,912	1,309,912	
FUND BALANCE - END OF YEAR	\$ 938,336	\$ 2,405,958	\$ 1,467,622

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL PROP A SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

		Final Budgeted Amounts		Actual		Variance with Final Budget Positive (Negative)	
REVENUES	_		_				
Intergovernmental	\$	1,540,828	\$	1,660,062	\$	119,234	
Investment and Rental Miscellaneous		10,465		62,490		52,025 (4,970)	
Total Revenues		20,000 1,571,293		15,030 1,737,582		166,289	
EXPENDITURES Current:							
Public Works		1,762,437		1,352,122		(410,315)	
NET CHANGE IN FUND BALANCE		(191,144)		385,460		576,604	
Fund Balance - Beginning of Year		3,319,585		3,319,585			
FUND BALANCE - END OF YEAR	\$	3,128,441	\$	3,705,045	\$	576,604	

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL PROP C SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

REVENUES	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
Intergovernmental	\$ 1,278,100	\$ 1,376,974	\$ 98,874
Investment and Rental	8,435	61,183	52,748
Total Revenues	1,286,535	1,438,157	151,622
EXPENDITURES Current: Public Works Public Works Total Expenditures	366,495 1,836,224 2,202,719	312,423 1,724,869 2,037,292	54,072 111,355 165,427
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(916,184)	(599,135)	317,049
Fund Balance - Beginning of Year	3,154,909	3,154,909	
FUND BALANCE - END OF YEAR	\$ 2,238,725	\$ 2,555,774	\$ 317,049

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL MEASURE R SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

REVENUES	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
Intergovernmental	\$ 958,600	\$ 1,328,314	\$ 369,714
Investment and Rental	3,271	40,229	36,958
Total Revenues	961,871	1,368,543	406,672
EXPENDITURES Current: Public Works Capital Outlay Total Expenditures	170,000 2,010,246 2,180,246	76,743 1,259,308 1,336,051	93,257 750,938 844,195
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,218,375)	32,492	1,250,867
Fund Balance - Beginning of Year	1,682,727	1,682,727	
FUND BALANCE (DEFICIT) - END OF YEAR	\$ 464,352	\$ 1,715,219	\$ 1,250,867

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL MEASURE M SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES Intergovernmental Investment and Rental Total Revenues	\$ 3,783,400 2,558 3,785,958	\$ 1,167,903	\$ (2,615,497) 14,844 (2,600,653)
EXPENDITURES Current: Public Works	569,859	243,697	326,162
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	3,216,099	941,608	(2,274,491)
OTHER FINANCING USES Transfers Out	(836,169)	(836,169)	
NET CHANGE IN FUND BALANCE	2,379,930	105,439	(2,274,491)
Fund Balance - Beginning of Year	387,616	387,616	
FUND BALANCE - END OF YEAR	\$ 2,767,546	\$ 493,055	\$ (2,274,491)

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL HOME GRANT SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Вι	Final udgeted mounts	Actual	Fin:	ance with al Budget Positive egative)
REVENUES Investment and Rental Miscellaneous Total Revenues	\$	3,661 - 3,661	\$ 78,475 13,217 91,692	\$	74,814 13,217 88,031
Fund Balance - Beginning of Year		2,579,299	2,579,299		
FUND BALANCE - END OF YEAR	\$	2,582,960	\$ 2,670,991	\$	88,031

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL CalHOME GRANT SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Bud	nal geted ounts	 Actual	Variance with Final Budget Positive (Negative)	
REVENUES Miscellaneous	\$	-	\$ 1,200	\$	1,200
Fund Balance - Beginning of Year		703,303	 703,303		
FUND BALANCE - END OF YEAR	\$	703,303	\$ 704,503	\$	1,200

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL AIR QUALITY IMPROVEMENT SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Final Budgeted Amounts			Actual	Variance with Final Budget Positive (Negative)	
REVENUES Intergovernmental	\$	80,900	\$	77,122	\$	(3,778)
Investment and Rental		1,370	Ψ 	7,891		6,521
Total Revenues		82,270		85,013		(2,743)
EXPENDITURES Current:						
Public Works		77,680		35,485		42,195
NET CHANGE IN FUND BALANCE		4,590		49,528		44,938
Fund Balance - Beginning of Year		454,527		454,527		
FUND BALANCE - END OF YEAR	\$	459,117	\$	504,055	\$	44,938

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL COUNTY GRANTS SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

REVENUES	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
Intergovernmental	\$ 1,110,000	\$ 1,077,808	\$ (32,192)
Miscellaneous	20,000	1,855	(18,145)
Total Revenues	1,130,000	1,079,663	(50,337)
EXPENDITURES Current: Parks and Recreation Capital Outlay	1,448,312 1,050,000	647,746 1,047,500	800,566 2,500
Total Expenditures	2,498,312	1,695,246	803,066
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,368,312)	(615,583)	752,729
OTHER FINANCING USES Transfers In			- _
NET CHANGE IN FUND BALANCE	(1,368,312)	(615,583)	752,729
Fund Balance - Beginning of Year	(107,244)	(107,244)	
FUND BALANCE (DEFICIT) - END OF YEAR	\$ (1,475,556)	\$ (722,827)	\$ 752,729

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL STATE GRANTS SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

DEVENUES	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES Intergovernmental	\$ 21,488,704	\$ 1,061,298	\$ (20,427,406)
Investment and Rental	Ψ 21,400,704 448	1,948	1,500
Total Revenues	21,489,152	1,063,246	(20,425,906)
EXPENDITURES			
Current:	0.064.004	4 407 440	027.050
Health and Welfare	2,064,201	1,127,143	937,058
NET CHANGE IN FUND BALANCE	19,424,951	(63,897)	19,488,848
Fund Balance - Beginning of Year	(155,554)	(155,554)	
FUND BALANCE (DEFICIT) - END OF YEAR	\$ 19,269,397	\$ (219,451)	\$ (19,488,848)

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL ECONOMIC SUSTAINABILITY SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

		Final Idgeted nounts	Actual	Variance with Final Budget Positive (Negative)	
REVENUES					
Investment and Rental	\$	3,755	\$ 55,926	\$	52,171
EXPENDITURES Current:					
Community Development			39,667		(39,667)
NET CHANGE IN FUND BALANCE		3,755	16,259		12,504
Fund Balance - Beginning of Year		963,014	 963,014		
FUND BALANCE - END OF YEAR	\$	966,769	\$ 979,273	\$	12,504

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL IMAGE ENHANCEMENT SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

		Final Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)	
REVENUES Charges for Services	\$	139,432	\$	777,380	\$	637,948
Investment and Rental	•	1,102	*	12,797	*	11,695
Total Revenues		140,534		790,177		649,643
EXPENDITURES						
Current:						
General Government		365		628		(263)
NET CHANGE IN FUND BALANCE		140,169		789,549		649,380
Fund Balance - Beginning of Year		567,731		567,731		
FUND BALANCE - END OF YEAR	\$	707,900	\$	1,357,280	\$	649,380

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL SEWER MAINTENANCE SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

		Final Judgeted	 Actual	Variance with Final Budget Positive (Negative)	
REVENUES Taxes and Assessments	\$	1,600	\$ 168_	\$	(1,432)
EXPENDITURES Current:					
General Government		132,879	-		132,879
Public Works Total Expenditures	-	5,700 138,579	 		5,700 138,579
Total Experiultures	-	130,379	 		130,379
NET CHANGE IN FUND BALANCE		(136,979)	168		137,147
Fund Balance (Deficit) - Beginning of Year		(20,548)	(20,548)		
FUND BALANCE (DEFICIT) - END OF YEAR	\$	(157,527)	\$ (20,380)	\$	137,147

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL REACH GRANTS SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
REVENUES Taxes and Assessments Intergovernmental Investment and Rental Miscellaneous Total Revenues	\$ 24,000 1,114,410 1,839 - 1,140,249	\$ 22,403 1,423,983 6,344 - 1,452,730	\$ (1,597) 309,573 4,505 - 312,481
EXPENDITURES Current: Parks and Recreation	1,124,125	1,067,497	56,628
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	16,124	385,233	369,109
Fund Balance - Beginning of Year	492,506	492,506	
FUND BALANCE - END OF YEAR	\$ 508,630	\$ 877,739	\$ 369,109

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL CABLE/PEG SUPPORT SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Final Budgeted Amounts Ac			Actual	Variance with Final Budget Positive (Negative)	
REVENUES	•	00.000	•	F.4.077	•	04.077
Miscellaneous	\$	23,000	\$	54,077	\$	31,077
EXPENDITURES Current:						
Public Works		37,355		32,703		4,652
Capital Outlay		69,384		69,384		
Total Expenditures		106,739		102,087		4,652
EXCESS OF REVENUES OVER		(00.700)		(40.040)		25.700
(UNDER) EXPENDITURES		(83,739)		(48,010)		35,729
Fund Balance - Beginning of Year		300,872		300,872		
FUND BALANCE - END OF YEAR	\$	217,133	\$	252,862	\$	35,729

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL TRANSPORTATION DEVELOPMENT ACT SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

		Final udgeted mounts	Actual	Variance with Final Budget Positive (Negative)	
REVENUES Intergovernmental	\$	80,000	\$ 28,110	\$	(51,890)
EXPENDITURES Current: Public Works		27,232	 27,179		53_
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		52,768	931		(51,837)
Fund Balance (Deficit) - Beginning of Year		(5,492)	 (5,492)		
FUND BALANCE (DEFICIT) - END OF YEAR	_\$	47,276	\$ (4,561)	\$	51,837

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL MEASURE W SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

	Final Sudgeted Amounts	Actual			Variance with Final Budget Positive (Negative)		
REVENUES Intergovernmental Investment and Rental Total Revenues	\$ 954,810 - 954,810	\$	896,420 30,794 927,214	\$	(58,390) 30,794 (27,596)		
EXPENDITURES Current: Public Works	351,428		192,525		158,903		
NET CHANGE IN FUND BALANCE	603,382		734,689		131,307		
Fund Balance - Beginning of Year	1,161,998		1,161,998				
FUND BALANCE - END OF YEAR	\$ 1,765,380	\$	1,896,687	\$	131,307		

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL FEDERAL GRANTS SPECIAL REVENUE FUND YEAR ENDED JUNE 30, 2023

REVENUES	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)
Intergovernmental	\$ 6,458,823	\$ 1,641,424	\$ (4,817,399)
EXPENDITURES Current: Public Works Capital outlay Total Expenditures	311,701 1,821,030 2,132,731	316,314 1,819,000 2,135,314	(4,613) 2,030 (2,583)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	4,326,092	(493,890)	(4,819,982)
Fund Balance (Deficit) - Beginning of Year	(212,274)	(212,274)	
FUND BALANCE (DEFICIT) - END OF YEAR	\$ 4,113,818	\$ (706,164)	\$ (4,819,982)

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL CAPITAL IMPROVEMENT CAPITAL PROJECTS FUND YEAR ENDED JUNE 30, 2023

	Final Budgeted Amounts	Actual	Variance with Final Budget Positive (Negative)		
EXPENDITURES Capital Outlay	\$ 1,300,257	\$ 656,921	\$ 643,336		
OTHER FINANCING SOURCES (USES) Transfers in	2,378,608	2,378,608	<u>-</u> _		
NET CHANGE IN FUND BALANCE	1,078,351	1,721,687	643,336		
Fund Balance - Beginning of Year	11,590,609	11,590,609			
FUND BALANCE - END OF YEAR	\$ 12,668,960	\$ 13,312,296	\$ 643,336		

CITY OF PICO RIVERA, CALIFORNIA SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL PARAMOUNT/MINES LANDSCAPE MAINTENANCE ASSESSMENT CAPITAL PROJECTS FUND YEAR ENDED JUNE 30, 2023

	Вι	Final udgeted mounts	 Actual	Fina P	ance with Il Budget ositive egative)
REVENUES Taxes and Assessments Investment and Rental Total Revenues	\$	10,200 139 10,339	\$ 11,245 1,076 12,321	\$	1,045 937 1,982
Fund Balance - Beginning of Year		57,636	57,636		_
FUND BALANCE - END OF YEAR	\$	67,975	\$ 69,957	\$	1,982

CITY OF PICO RIVERA, CALIFORNIA DESCRIPTION OF OTHER ENTERPRISE FUNDS JUNE 30, 2023

These funds account for operations that are financed and operated in a manner similar to private business enterprises. The Whittier Narrows Recreation Area Other Enterprise Funds are as follows:

Pico Rivera Sports Arena Fund accounts for funds received from the respective private concessionaires operating each facility.

Pico Rivera Golf Course Fund records the operations of the City-owned golf course.

CITY OF PICO RIVERA, CALIFORNIA OTHER ENTERPRISE FUNDS COMBINING STATEMENT OF NET POSITION JUNE 30, 2023

	Sports Arena	Golf Course	Total
ASSETS			
Current Assets:			
Cash and Investments	\$ 739,257	\$ 58,084	\$ 797,341
Receivables, Net:			
Accounts	12,954	47,247	60,201
Interest	3,735		3,735
Total Current Assets	 755,946	 105,331	 861,277
Noncurrent Assets:			
Capital Assets, Not Depreciated	3,368	38,945	42,313
Capital Assets, Depreciated, Net	4,361	230,538	234,899
Total Noncurrent Assets	7,729	269,483	277,212
Total Assets	 763,675	 374,814	 1,138,489
DEFERRED OUTFLOWS OF RESOURCES			
Amount Related to Pensions	20,791	10,395	31,186
LIABILITIES Current Liabilities:			
Accounts Payable	-	102,394	102,394
Accrued Liabilities	 2,841	 53,814	 56,655
Total Current Liabilities	 2,841	 156,208	159,049
Noncurrent Liabilities:			
Advances from Other Funds	_	3,793,347	3,793,347
Net Pension Liability	76,919	38,459	115,378
Total Noncurrent Liabilities	76,919	3,831,806	3,908,725
Total Liabilities	 79,760	 3,988,014	 4,067,774
DEFERRED INFLOWS OF RESOURCES			
Amounts Related to Pensions	 3,194	1,597	 4,791
NET POSITION			
Net Investment in Capital Assets	7,729	269,483	277,212
Unrestricted	 693,783	 (3,873,885)	 (3,180,102)
Total Net Position	\$ 701,512	\$ (3,604,402)	\$ (2,902,890)

CITY OF PICO RIVERA, CALIFORNIA OTHER ENTERPRISE FUNDS COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION YEAR ENDED JUNE 30, 2023

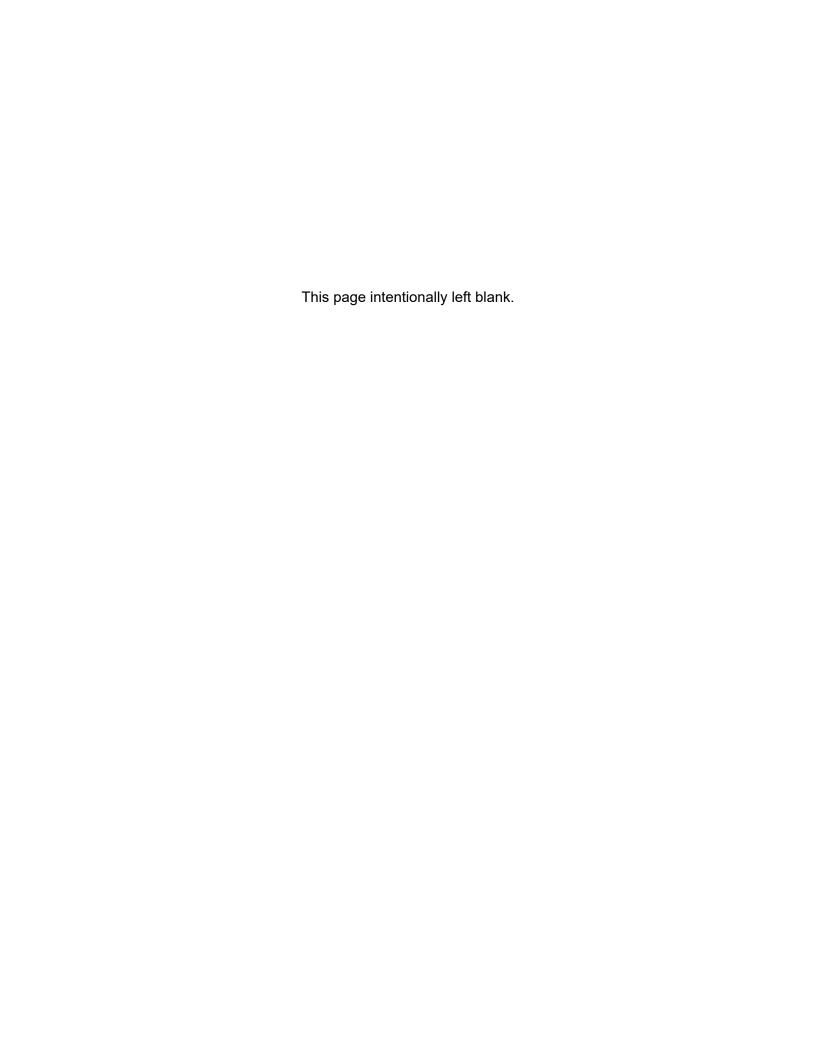
	Sports Arena	Golf Course	Total		
OPERATING REVENUES Charges for Services Other	\$ 318,378	\$ 755,542	\$	1,073,920	
Total Operating Revenues	318,378	755,542		1,073,920	
OPERATING EXPENSES					
Salaries and Benefits Contractual Services Insurance Claims and Expenses Administrative Utilities Repairs and Maintenance Depreciation Total Operating Expenses	52,751 (59,325) 1,207 - 854 - 1,718 (2,795)	29,108 111,920 915,642 242,891 92,875 28,149 1,420,585	_	81,859 52,595 1,207 915,642 243,745 92,875 29,867 1,417,790	
OPERATING GAIN (LOSS)	321,173	(665,043)		(343,870)	
NONOPERATING REVENUES Investment Income	 12,329	 		12,329	
CHANGE IN NET POSITION	333,502	(665,043)		(331,541)	
Net Position - Beginning of Year	368,010	(2,939,359)		(2,571,349)	
NET POSITION - END OF YEAR	\$ 701,512	\$ (3,604,402)	\$	(2,902,890)	

CITY OF PICO RIVERA, CALIFORNIA OTHER ENTERPRISE FUNDS COMBINING STATEMENT OF CASH FLOWS YEAR ENDED JUNE 30, 2023

		Sports Arena		Golf Course		Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from Customers and Users	\$	408,142	\$	727,169	\$	1,135,311
Payments to Suppliers		(14,775)		(1,364,901)		(1,379,676)
Payments to Employees		(59,052)		(23,419)		(82,471)
Net Cash Provided (Used) by Operating Activities		334,315		(661,151)		(326,836)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Proceeds from Due to/from Other Funds		_		717,239		717,239
Net Cash Provided by Noncapital Financing				,		,
Activities				717,239		717,239
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest Received		8,975		_		8,975
Net Cash Used by Investing Activities	•	8,975				8,975
net cash cook 2, incoming rearming		0,0.0				0,0.0
NET INCREASE (DECREASE) IN CASH						
AND CASH EQUIVALENTS		343,290		31,843		375,133
Cash and Cash Equivalents - Beginning of Year		395,967		26,241		422,208
CASH AND CASH EQUIVALENTS - END OF YEAR	\$	739,257	\$	58,084	\$	797,341
RECONCILIATION OF OPERATING GAIN (LOSS) TO NET CASH USED BY OPERATING ACTIVITIES						
Operating Gain (Loss)	\$	321,173	\$	(665,043)	\$	(343,870)
Adjustments to Reconcile Operating Gain (Loss) to Net	•	,	•	(555,515)	•	(= :=,= :=)
Cash Provided (Used) by Operating Activities:						
Depreciation		1,718		28,149		29,867
Changes in Operating Assets, Deferred						
Outflows of Resources, Liabilities, and						
Deferred Inflows of Resources:		00.704		(00.070)		04.004
Increase in Accounts Receivables Decrease in Inventories		89,764		(28,373) 24,005		61,391 24,005
Decrease in Deferred Outflows of Resources -		_		24,003		24,003
Amount Related to Pensions		(12,631)		(7,052)		(19,683)
Increase (Decrease) in Accounts Payable		(72,039)		(21,460)		(93,499)
Increase (Decrease) in Accrued Liabilities		` [´] 520 [´]		812		1,332
Increase in Deposits Payable		-		(1,800)		(1,800)
Increase (Decrease) in Net Pension Liability		20,624		15,393		36,017
Increase (Decrease) in Deferred Inflows of						
Resources - Amounts Related to Pensions		(14,814)		(5,782)		(20,596)
Total Adjustments		13,142		3,892		17,034
Net Cash Provided (Used) by Operating Activities	\$	334,315	\$	(661,151)	\$	(326,836)



STATISTICAL SECTION (UNAUDITED)



CITY OF PICO RIVERA, CALIFORNIA DESCRIPTION OF STATISTICAL SECTION CONTENTS JUNE 30, 2023

This part of the City of Pico Rivera's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

Contents:	Pages
<u>Financial Trends</u> – These schedules contain trend information that may assist the reader in understanding the City's current financial performance by placing it in historical perspective.	135-144
Revenue Capacity – These schedules contain information that may help in assessing the viability of the City's most significant revenue sources – property taxes, transient occupancy tax (TOT), and sales tax.	145-152
<u>Debt Capacity</u> – These schedules present information that may assist the reader in analyzing the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	153-158
<u>Demographic and Economic Information</u> – These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	159-160
Operating Information – These schedules contain service and infrastructure indicators that may assist the reader in understanding how the information in the City's financial report relates to the services that the City provides and the activities it performs.	161-164

CITY OF PICO RIVERA, CALIFORNIA NET POSITION BY COMPONENT LAST TEN FISCAL YEARS

	2013-14	2014-15	2015-16	2016-17
Governmental Activities:				
Net investment in capital assets	\$ 224,917,267	\$ 224,650,021	\$ 231,562,736	\$ 223,976,465
Restricted	13,016,383	14,236,953	11,854,987	13,274,422
Unrestricted	43,883,873	22,142,254	23,639,282	25,960,550
Total governmental activities net position	281,817,523	261,029,228	267,057,005	263,211,437
Business-type Activities:				
Net investment in capital assets	30,964,232	31,370,373	31,761,672	32,604,651
Restricted	-	-	-	-
Unrestricted	(16,212,613)	(18,465,237)	(16,385,687)	(13,590,642)
Total business-type activities net position	14,751,619	12,905,136	15,375,985	19,014,009
Primary Government:				
Net investment in capital assets	255,881,499	256,020,394	263,324,408	256,581,116
Restricted	13,016,383	14,236,953	11,854,987	13,274,422
Unrestricted	27,671,260	3,677,017	7,253,595	12,369,908
Total primary government net position	\$ 296,569,142	\$ 273,934,364	\$ 282,432,990	\$ 282,225,446

Source: Statement of Net Position

CITY OF PICO RIVERA, CALIFORNIA NET POSITION BY COMPONENT (CONTINUED) LAST TEN FISCAL YEARS

2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
\$ 230,499,724	\$ 232,291,558	\$ 235,399,358	\$ 234,764,478	\$ 237,260,527	\$ 244,677,341
16,360,144	19,565,580	22,661,392	23,672,803	27,978,094	31,184,653
18,735,128	17,860,702	15,000,619	23,195,137	38,557,279	51,605,739
265,594,996	269,717,840	273,061,369	281,632,418	303,795,900	327,467,733
33,236,723	33,680,356	34,129,206	36,403,397	40,280,888	50,610,138
-	-	-	-		
(13,570,480)	(10,315,352)	(3,505,373)	(4,457,768)	(4,543,616)	(3,373,379)
19,666,243	23,365,004	30,623,833	31,945,629	35,737,272	47,236,759
263,736,447	265,971,914	269,528,564	271,167,875	277,541,415	295,287,479
16,360,144	19,565,580	22,661,392	23,672,803	27,978,094	31,151,411
5,164,648	7,545,350	11,495,246	18,737,369	34,013,663	482,656,002
\$ 285,261,239	\$ 293,082,844	\$ 303,685,202	\$ 313,578,047	\$ 339,533,172	\$ 374,704,492

CITY OF PICO RIVERA, CALIFORNIA CHANGE IN NET POSITION LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

		2013-14	 2014-15		2015-16	 2016-17		2017-18
Expenses:								
Governmental Activities:								
General government	\$	9,954,786	\$ 9,248,597	\$	8,790,816	\$ 10,048,704	\$	8,190,494
Public safety		11,202,782	10,457,770		10,468,357	12,330,023		11,885,957
Public works		10,498,605	14,545,183		14,472,969	15,104,130		12,488,922
Parks and recreation		5,422,037	5,600,669		5,585,521	6,263,237		7,146,278
Health and welfare		5,339,488	4,840,878		5,266,352	5,587,157		5,311,548
Community development		2,511,556	2,761,524		2,827,231	2,540,908		4,407,647
Interest and fiscal charges		1,742,562	1,656,613		1,626,960	2,628,006		1,013,498
Total governmental activities net expenses		46,671,816	49,111,234		49,038,206	54,502,165		50,444,344
Business-type Activities:								
Water		8,386,111	8,044,302		7,865,853	8,155,205		8,382,375
Pico Rivera Innovative Municipal Energy		-	-		-	-		4,900,927
Other enterprise funds		1,054,837	1,320,585		1,624,391	1,622,319		2,270,317
Total business-type activities net expenses		9,440,948	9,364,887		9,490,244	9,777,524		15,553,619
Total primary government expenses	\$	56,112,764	\$ 58,476,121	\$	58,528,450	\$ 64,279,689	\$	65,997,963
Program Revenues:								
Governmental Activities:								
Charges for services:								
General government	\$	497,518	\$ 574,846	\$	606,726	\$ 739,432	\$	493,265
Public safety	•	1,207,766	1,125,660	•	1,022,464	962,627	•	1,044,921
Public works		744,905	1,821,210		1,788,821	786,053		801,487
Parks and recreation		693,884	743,400		578,529	773,631		791,906
Health and welfare		188,767	232,824		202,262	174,314		198,238
Community development		712,626	644,344		746,395	873,536		1,196,287
Operating contributions and grants		13,322,885	12,236,612		12,817,403	11,093,802		16,678,586
Capital contributions and grants		2,378,797	2,287,187		1,620,798	778,116		2,874,341
Total governmental activities		_,,,,,,,,,	 		-,0-0,170	 ,,,,,,,		_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
program revenues		19,747,148	19,666,083		19,383,398	16,181,511		24,079,031
Business-type Activities:								
Charges for services:								
Water utility		8,909,351	8,698,444		8,304,240	8,819,676		9,802,992
Pico Rivera Innovative Municipal Energy		-	-		-	-		5,354,524
Other enterprise funds		921,432	996,548		1,302,652	1,478,893		1,176,972
Operating grants and contributions		-	· -		-	-		-
Capital grants and contributions		_	_		_	-		_
Total business-type activities								
program revenues		9,830,783	 9,694,992		9,606,892	10,298,569		16,334,488
Primary government program revenues	\$	29,577,931	\$ 29,361,075	\$	28,990,290	\$ 26,480,080	\$	40,413,519
Net (Expense)/Revenue:								
Governmental activities	\$	(26,924,668)	\$ (29,445,151)	\$	(29,654,808)	\$ (38,320,654)	\$	(26,365,313)
Business-type activities		389,835	 330,105		116,648	521,045		780,869
Total primary government net expense	\$	(26,534,833)	\$ (29,115,046)	\$	(29,538,160)	\$ (37,799,609)	\$	(25,584,444)

Source: City of Pico Rivera Finance Division

CITY OF PICO RIVERA, CALIFORNIA CHANGE IN NET POSITION (CONTINUED) LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

2018-19	2019-20		2020-21	2021-22			2022-23
\$ 10,589,517	\$ 11,832,065	\$	8,799,110	\$	8,089,449	\$	10,634,542
11,998,792	12,460,600		12,314,336		12,144,703		12,661,589
16,339,812	15,688,114		16,834,980		14,700,643		15,857,499
7,958,749	7,319,903		6,765,477		7,457,649		8,540,605
5,416,605	5,508,857		6,248,362		6,414,485		7,274,930
4,194,760	5,269,424		4,630,014		10,891,361		5,957,282
1,507,430	1,527,256		1,486,071		1,450,395		1,394,492
58,404,010	59,606,219		57,078,350		61,148,685		62,320,939
8,506,305	8,743,689		9,503,242		9,570,530		7,461,720
12,944,076	12,800,550		16,116,785		17,222,547		18,935,357
1,804,018	1,411,093		1,980,185		1,430,189		1,417,790
23,254,399	22,955,332		27,600,212		28,223,266		27,814,867
\$ 81,658,409	\$ 82,561,551	\$	84,678,562	\$	89,371,951	\$	90,135,806
\$ 657,280	\$ 310,572	\$	415,826	\$	545,101	\$	1,161,745
1,114,647	970,410	•	1,160,968		1,163,935	•	1,144,044
836,847	852,467		878,464		882,256		991,248
579,751	359,398		63,530		279,041		487,136
205,328	9,104		155,361		285,648		184,645
982,241	826,524		1,240,644		1,681,960		2,003,316
13,168,680	13,826,068		16,416,848		26,561,448		22,046,380
3,604,445	5,855,720		2,986,830		5,387,593		3,207,183
21,149,219	23,010,263		23,318,471		36,786,982		31,225,697
	_		_				
9,904,084	10,376,513		10,641,130		11,180,400		10,989,386
13,581,101	16,685,058		14,798,777		18,030,558		24,006,009
1,119,812	1,056,567		1,841,744		1,195,085		1,073,920
-	-		-		476,602		246,661
			-				2,518,595
24,604,997	28,118,138		27,281,651		30,882,645		38,834,571
\$ 45,754,216	\$ 51,128,401	\$	50,600,122	\$	67,669,627	\$	70,060,268
\$ (37,254,791)	\$ (36,595,956)	\$	(33,759,879)	\$	(24,361,703)	\$	(31,095,242)
1,350,598	5,162,806		(318,561)		2,659,379		11,019,704
\$ (35,904,193)	\$ (31,433,150)	\$	(34,078,440)	\$	(21,702,324)	\$	(20,075,538)

CITY OF PICO RIVERA, CALIFORNIA CHANGE IN NET POSITION (CONTINUED) LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

	2013-14		2014-15		2015-16		2016-17		2017-18	
General Revenues and Other Changes				1						
in Net Position:										
Governmental Activities:										
Property taxes	\$	9,269,468	\$ 9,611,244	\$	10,049,454	\$	10,591,691	\$	11,173,640	
Sales taxes		16,435,053	16,368,367		17,766,538		17,637,948		17,575,729	
Franchise taxes		1,641,171	1,646,884		1,654,275		1,582,026		1,703,255	
Utility users taxes		3,504,363	3,525,036		3,385,361		3,276,321		3,142,090	
Other taxes		1,710,630	1,760,876		1,850,151		1,632,337		1,807,130	
Unrestricted motor vehicle license in lieu										
Investment Earnings		39,582	151,636		193,684		347,422		637,086	
Other		139,486	613,592		283,352		450,783		662,225	
Transfers		648,626	611,727		479,232		(1,043,442)		42,027	
Gain on sale of property		104,912	257,194		174,424		-		-	
Special Item		(9,075,443)	1,059,577		(704,496)		-		-	
Total governmental activities		24,417,848	35,606,133		35,131,975	_	34,475,086		36,743,182	
Business-type Activities:										
Investment Earnings		2,308,060	2,226,339		2,128,937		2,073,537		2,025,078	
Other		95,459	12,179		-		-		-	
Transfers		(648,626)	(611,727)		(479,232)		1,043,442		(42,027)	
Gain on bond defeasance		-	-		-		-		-	
Extraordinary item		-	 		704,496					
Total business-type activities		1,754,893	1,626,791		2,354,201		3,116,979		1,983,051	
Total primary government	\$	26,172,741	\$ 37,232,924	\$	37,486,176	\$	37,592,065	\$	38,726,233	
Change in Net Position:										
Governmental activities	\$	(2,506,820)	\$ 6,160,982	\$	5,477,167	\$	(3,845,568)	\$	10,377,869	
Business-type activities		2,144,728	 1,956,896	_	2,470,849		3,638,024		2,763,920	
Total primary government	\$	(362,092)	\$ 8,117,878	\$	7,948,016	\$	(207,544)	\$	13,141,789	

Source: City of Pico Rivera Finance Division

CITY OF PICO RIVERA, CALIFORNIA CHANGE IN NET POSITION (CONTINUED) LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

	2018-19	2019-20		2020-21		2021-22	2022-23		
	·							_	
\$	11,734,058	\$	12,259,774	\$ 13,000,934	\$	13,831,113	\$	15,016,822	
	19,468,221		19,364,272	21,325,436		24,551,320		25,116,979	
	1,729,336		1,787,568	1,876,407		1,956,998		2,063,404	
	2,939,221		3,064,500	3,157,258		3,567,128		4,001,578	
	1,968,094		1,690,687	2,055,932		1,926,617		3,867,144	
	1,528,199		1,502,934	542,108		(197,845)		2,035,505	
	1,007,091		269,750	372,853		889,854		1,793,456	
	-		-	-		-		(56,438)	
	-		-	-		-		928,625	
	_		-	-		-		-	
	40,374,220		39,939,485	 42,330,928	_	46,525,185		54,767,075	
	2,140,163		2,096,023	1,640,357		449,236		423,345	
	_		-	-		-		56,438	
	_		_	_		683,028		50,450	
	_		_	-		-		-	
	2,140,163		2,096,023	1,640,357		1,132,264		479,783	
\$	42,514,383	\$	42,035,508	\$ 43,971,285	\$	47,657,449	\$	55,246,858	
\$	3,119,429		3,343,529	8,571,049		22,163,482		23,671,833	
φ	3,490,761		7,258,829	1,321,796		3,791,643		11,499,487	
_	3,470,701	_	1,230,029	 1,521,790		3,791,043		11,799,407	
\$	6,610,190	\$	10,602,358	\$ 9,892,845	\$	25,955,125	\$	35,171,320	

CITY OF PICO RIVERA, CALIFORNIA FUND BALANCES OF GOVERNMENTAL FUNDS LAST TEN FISCAL YEARS

(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2013-14		2014-15	2015-16		2016-17		2017-18	
General Fund:									
Nonspendable	\$	25,222,739	\$ 25,222,739	\$	25,198,662	\$	25,209,917	\$	25,168,800
Restricted		2,446,856	2,358,919		2,368,600		-		-
Committed		9,330,000	9,316,732		9,479,500		9,476,700		9,665,400
Assigned		8,285,480	10,272,833		14,376,800		14,426,700		13,256,200
Unassigned		48,092	 4,341,395		12,882,331		10,851,445		12,063,120
Total general fund	\$	45,333,167	\$ 51,512,618	\$	64,305,893	\$	59,964,762	\$	60,153,520
All Other Governmental Funds:									
Nonspendable	\$	-	\$ -	\$	-	\$	-	\$	4,508
Restricted		10,669,538	11,366,458		11,074,536		12,927,436		15,566,814
Assigned		600,000	600,000		600,000		600,000		600,000
Unassigned		(3,335,743)	 (2,869,762)		(2,141,161)		(1,749,394)		(1,607,854)
Total all other governmental funds	\$	7,933,795	\$ 9,096,696	\$	9,533,375	\$	11,778,042	\$	14,563,468

Note: Please refer to MD&A for governmental fund balance change

Source: City of Pico Rivera Finance Division

CITY OF PICO RIVERA, CALIFORNIA FUND BALANCES OF GOVERNMENTAL FUNDS (CONTINUED) LAST TEN FISCAL YEARS

(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

2018-19	2019-20	2020-21 2021-22		2021-22	2022-23		
\$ 28,002,854 1,061,066 10,284,000 14,039,900 9,067,136	\$ 22,096,478 1,087,825 10,169,300 13,991,300 17,752,704	\$ 23,232,000 1,372,990 20,510,328 13,717,940 14,366,714	\$	26,139,104 1,180,688 24,517,211 14,926,791 6,458,368	\$	26,900,752 1,335,720 28,903,778 20,990,019 4,172,944	
\$ 62,454,956	\$ 65,097,607	\$ 73,199,972	\$	73,222,162	\$	82,303,213	
\$ 31,791,493 600,000 (60,712)	\$ 33,195,861 - (1,257,821)	\$ 34,780,540 232,477 (1,046,569)	\$	37,428,998 11,590,609 (502,874)	\$	31,670,862 13,312,296 (1,829,920)	
\$ 32,330,781	\$ 31,938,040	\$ 33,966,448	\$	48,516,733	\$	43,153,238	

CITY OF PICO RIVERA, CALIFORNIA CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS LAST TEN FISCAL YEARS

(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

_	2013-14	2014-15	2015-16	2016-17	2017-18
Revenues:	e 22 100 005	e 24.002.110	\$ 35,534,141	e 24.502.024	\$ 35.567.380
Taxes and Assessments Licenses and permits	\$ 33,100,095 2,320,618	\$ 34,083,110 2,363,477	\$ 35,534,141 2,491,636	\$ 34,592,924 2,442,190	\$ 35,567,380 2,960,639
Intergovernmental	10,891,308	11,703,565	12,214,500	11,927,598	13,433,014
Charges for services	1,964,785	1,889,338	1,871,009	2,124,665	1,851,030
Fines, forfeitures and penalties	1,224,540	1,134,906	1,031,031	898,203	1,002,532
Investment income	244,614	336,077	341,746	488,369	812,776
Miscellaneous	1,333,203	2,535,295	785,171	538,177	5,593,359
Wiscendieous	1,333,203	2,333,293	/65,1/1	336,177	3,393,339
Total revenues	51,079,163	54,045,768	54,269,234	53,012,126	61,220,730
Expenditures:					
General government	7,183,738	6,884,398	6,805,810	11,819,289	12,938,296
Public safety	11,188,047	10,435,184	10,439,469	11,375,573	11,857,271
Public works	8,561,977	9,621,311	9,707,823	10,255,784	14,095,351
Parks and recreation	4,890,183	4,794,720	4,554,724	5,374,259	6,122,665
Health and welfare	5,339,488	4,840,878	5,266,352	5,587,157	5,311,548
Community development	2,490,769	2,730,123	2,787,070	3,435,809	4,367,766
Pass through to other agencies	· · · · · · -	-	· · · · · · -	· · · · · · -	· · · · · · -
Loss on sale of land held for resale	-	-	-	-	_
Capital outlay	7,719,114	5,175,862	7,287,913	2,453,883	1,547,832
Debt service:	-,,	-,,	.,,	,,	y- · y- ·
Principal retirement	585,000	610,000	635,000	980,000	865,000
Interest and other charges	1,734,538	1,710,638	1,682,562	655,944	1,061,150
Lease Principal	-	-	-	-	,, <u>-</u>
Lease Interest	-	-	_	_	_
Bond issuance costs	_	_	_	520,424	_
payments to refunding escrow agent	_	_	_	2,368,685	_
payments to retaining eserow agent				2,500,005	
Total expenditures	49,692,854	46,803,114	49,166,723	54,826,807	58,166,879
Excess (deficiency) of revenues					
over (under) expenditures	1,386,309	7,242,654	5,102,511	(1,814,681)	3,053,851
Other Financing Sources (Uses):					
Transfers in	11,719,264	7,618,952	19,274,660	3,986,323	3,309,866
Transfers out	(12,118,893)	(7,987,933)	(10,488,538)	(5,029,765)	(3,767,839)
Sale of capital assets	-	-	-	-	-
Bond issuance	_	-	-	30,470,000	_
Bond premium	-	-	-	3,082,378	_
Payments to refunding escrow agent				(33,021,008)	
Total other financing sources (uses)	(399,629)	(368,981)	8,786,122	(512,072)	(457,973)
0 116					
Special Item: Forgiveness of debt	_	_	(90,000)	_	_
Net change in fund balances	986,680	6,873,673	13,798,633	(2,326,753)	2,595,878
Fund balances - July 1	52,180,282	53,166,962	60,040,635	73,839,268	72,121,110
Fund balances - June 30	\$ 53,166,962	\$ 60,040,635	\$ 73,839,268	\$ 71,512,515	\$ 74,716,988
Debt service as a percentage of noncapital expenditures	5.53%	5.57%	5.53%	8.64%	3.42%

CITY OF PICO RIVERA, CALIFORNIA CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS (CONTINUED) LAST TEN FISCAL YEARS

(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

2018-19	2019-20	2020-21	2021-22	2022-23
\$ 38,653,543	\$ 39,179,631	\$ 39,647,861	\$ 44,310,901	\$ 46,700,057
2,861,711	2,212,910	3,209,557	3,612,057	5,776,946
12,973,062	15,079,031	19,310,930	33,355,732	22,698,100
1,819,310	1,443,249	1,234,332	1,437,497	2,338,963
1,109,430	952,095	1,108,568	1,199,256	1,171,765
1,433,476	1,523,385	557,114	(359,384)	1,831,552
1,436,364	996,245	600,081	1,233,409	2,243,586
1,430,304	770,243	000,001	1,255,407	2,243,360
60,286,896	61,386,546	65,668,443	84,789,468	82,760,969
7,901,483	8,291,063	7,367,989	9,309,236	10,960,791
11,971,740	12,433,612	12,286,345	12,135,586	12,651,644
15,527,553	17,986,339	16,457,143	17,374,179	13,494,769
6,993,470	6,356,907	5,766,663	7,085,982	7,595,935
5,416,605	5,508,857	6,248,362	6,414,485	7,274,930
		4,591,099		
4,157,152	5,231,905	4,391,099	11,558,866	6,172,894
-	-	-	-	-
1 (22 0(2	-	-	2.550.150	10.026.552
1,633,063	571,952	64,075	2,559,159	19,036,572
1,090,000	1,155,000	1,190,000	1,230,000	1,285,000
1,530,496	1,601,001	1,565,994	1,522,419	1,472,422
-,,	-,,	-,-,-,-,-	24,584	25,205
_	_	_	2,497	1,876
398,345	_	_	2,477	1,070
370,343	-	-	-	-
56,619,907	59,136,636	55,537,670	69,216,993	79,972,038
2 666 000	2 240 010	10 120 772	15 572 475	2 700 021
3,666,989	2,249,910	10,130,773	15,572,475	2,788,931
4,667,515	2,986,078	2,491,287	24,116,170	5,062,125
(4,667,515)	(2,986,078)	(2,491,287)	(25,116,170)	(5,062,125)
-		-	-	928,625
14,695,000	_	-	-	-
703,345	_	-	_	_
15 200 245			(1,000,000)	020 (25
15,398,345			(1,000,000)	928,625
19,065,334	2,249,910	10,130,773	14,572,475	3,717,556
75,720,403	94,785,737	97,035,647	107,166,420	121,738,895
\$ 94,785,737	\$ 97,035,647	\$ 107,166,420	\$ 121,738,895	\$ 125,456,451
6.17%	5.42%	5.46%	4.66%	4.74%

CITY OF PICO RIVERA, CALIFORNIA GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE LAST TEN FISCAL YEARS

Fiscal Year	Property Taxes	Sales Tax	Transient Occupancy Tax	Motor Vehicle In-Lieu Tax		
2013-14	\$ 9,269,468	\$ 16,435,053	\$ 367,804	\$ 28,547		
2014-15	9,611,244	16,368,367	390,666	27,575		
2015-16	10,049,454	17,766,538	417,938	25,896		
2016-17	10,591,691	17,637,948	422,313	28,793		
2017-18	11,173,640	17,575,729	424,542	33,713		
2018-19	11,734,058	19,468,221	461,474	30,845		
2019-20	12,209,094	19,364,271	438,232	50,679		
2020-21	12,954,453	21,325,436	433,797	46,481		
2021-22	13,758,151	24,551,320	533,482	72,962		
2022-23	14,953,118	25,116,980	597,129	63,705		
Change from Base Year 2013-14	61%	53%	62%	123%		

Source: City of Pico Rivera Finance Division

CITY OF PICO RIVERA, CALIFORNIA GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE (CONTINUED) LAST TEN FISCAL YEARS

Franchise Tax		Utility Users Tax		Business License Tax	Total		
\$	1,641,171	\$ 3,504,363	\$	1,342,826	\$ 32,589,232		
	1,646,884	3,525,036		1,370,210	32,939,982		
	1,654,275	3,385,361		1,432,213	34,731,675		
	1,582,026	3,276,231		1,210,024	34,749,026		
	1,703,255	3,142,090		1,382,588	35,435,557		
	1,729,336	2,939,221		1,454,896	37,818,051		
	1,787,568	3,064,500		1,209,199	38,123,543		
	1,876,407	3,157,258		1,611,415	41,405,247		
	1,956,998	3,567,128		1,393,084	45,833,126		
	2,063,404	4,001,578		3,270,000	 50,065,914		
	26%	14%		144%	 54%		

CITY OF PICO RIVERA, CALIFORNIA REVENUE BASE BY CATEGORY LAST TEN FISCAL YEARS

(RATE PER \$1,000 OF ASSESSED VALUE)

Fiscal Year	Residential Property	Commercial Property	Industrial Property	Other* Property	Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2013-14	\$ 2,698,550,967	\$ 528,061,894	\$ 591,638,354	\$ 245,353,016	\$ 1,942,210	\$ 4,065,546,441	0.0941
2014-15	2,849,419,991	534,153,757	608,797,600	255,121,685	1,951,026	4,249,444,059	0.0938
2015-16	3,004,411,938	550,436,822	623,317,693	263,566,626	1,990,006	4,443,723,085	0.0936
2016-17	3,157,571,430	572,434,427	644,340,185	261,458,977	2,020,352	4,443,723,085	0.0933
2017-18	3,334,334,379	590,956,777	695,508,846	292,833,875	2,060,757	4,915,694,634	0.0930
2018-19	3,517,570,969	596,369,740	740,474,135	315,837,843	100,235	5,170,352,922	0.0927
2019-20	3,706,643,219	629,479,041	771,749,293	365,146,561	102,238	5,473,120,352	0.0924
2020-21	3,895,827,995	639,397,804	823,738,292	382,305,577	104,282	5,741,373,950	0.0923
2021-22	4,079,513,033	657,191,391	978,113,682	374,506,281	105,361	6,089,429,748	0.0921
2022-23	4,322,883,001	678,393,685	1,123,348,084	415,534,522	112,567	6,540,271,859	0.0918

Source: Los Angeles County Assessor 2022/23 Combined Tax Rolls

^{*}Other property includes recreational, institutional, vacant, and miscellaneous property.

CITY OF PICO RIVERA, CALIFORNIA PROPERTY TAX LEVIES AND TAX COLLECTIONS LAST TEN FISCAL YEARS

		Collected v Fiscal Yea			ctions in	Total Collections to Date Final	
Fiscal	Taxes	riscai i ea	Percent of		uent Year		Percent of
Year	Levied	Amount	Levy	(Include	s Refunds)	Amount	Levy
2013-14	\$ 2,388,030	\$ 2,311,646	96.80%	\$	38,725	\$ 2,350,371	98.42%
2014-15	2,511,683	2,425,171	96.56%		20,888	2,446,059	97.39%
2015-16	2,552,922	2,511,115	98.36%		-	2,511,115	98.36%
2016-17	2,674,309	2,638,929	98.68%		-	2,638,929	98.68%
2017-18	2,840,017	2,798,898	98.55%		-	2,798,898	98.55%
2018-19	2,955,805	2,914,751	98.61%		-	2,914,751	98.61%
2019-20	3,169,235	3,055,052	96.40%		-	3,055,052	96.40%
2020-21	3,322,924	3,261,695	98.16%		-	3,261,695	98.16%
2021-22	3,496,505	3,433,991	98.21%		-	3,433,991	98.21%
2022-23	4,048,127	3,903,368	96.42%		144,759	4,048,127	100.00%

NOTE: Article XIII-A of the Constitution of the State of California adopted by the electorate in June 1978, precludes the City from a local property tax levy. All general-purpose property taxes are levied by the County and allocated to other governmental entities on a predetermined formula.

Source: County Assessor General Ledger

CITY OF PICO RIVERA, CALIFORNIA DIRECT AND OVERLAPPING GOVERNMENTS PROPERTY TAX RATES LAST TEN FISCAL YEARS

Agency	2013-14	2014-15	2015-16	2016-17
Basic Levy	1.00000	1.00000	1.00000	1.00000
County Detention Facilities 1987 Debt	0.00000	0.00000	0.00000	0.00000
El Rancho Unified School District	0.09571	0.09907	0.09630	0.09627
LA Community College District	0.04454	0.04017	0.03575	0.03596
LA County Flood Control	0.00000	0.00000	0.00000	0.00000
Little Lake City School District	0.08537	0.07964	0.06522	0.00000
Los Nietos School District	0.02810	0.03041	0.08062	0.07063
Metropolitan Water District	0.00350	0.00350	0.00350	0.00350
Montebello Unified School District	0.09457	0.08750	0.08715	0.14705
Rio Hondo Community College Dist	0.02892	0.02821	0.02712	0.02808
Whittier City School District	0.06110	0.05792	0.05757	0.05441
Whittier Union High School Dist	0.04473	0.05270	0.05063	0.06035
Total Direct & Overlapping Tax Rate	1.48654	1.47912	1.50386	1.49625
City's Share of 1% Levy Per Prop 13	0.08917	0.08917	0.08917	0.08917
City Redevelopment Rate	0.00000	0.00000	0.00000	0.00000
Total Direct Rate	0.09412	0.09381	0.09355	0.09330

⁽¹⁾ Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all City property owners.

⁽²⁾ City's Share of 1% Levy is based on the City's share of the general fund tax rate.

⁽³⁾ Total Direct Rate is the weighted average of all individual direct rates applied by the government preparing the statistical section information.

CITY OF PICO RIVERA, CALIFORNIA DIRECT AND OVERLAPPING GOVERNMENTS PROPERTY TAX RATES (CONTINUED) LAST TEN YEARS

2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
0.19173	0.17840	0.17835	0.18754	0.15321	0.14140
0.04599	0.04621	0.02717	0.04016	0.04376	0.02488
0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
0.08396	0.06878	0.06576	0.06442	0.05249	0.05639
0.00350	0.00350	0.00350	0.00350	0.00350	0.00350
0.13514	0.13921	0.09306	0.09706	0.09031	0.12770
0.02748	0.02554	0.02571	0.01361	0.01526	0.01535
0.04781	0.05534	0.05096	0.05151	0.04780	0.04848
0.05781	0.05822	0.05502	0.05433	0.05395	0.05342
1.59342	1.57521	1.49952	1.51214	1.46028	1.47110
0.08917	0.08917	0.08917	0.08917	0.08917	0.08917
0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
0.09301	0.09280	0.09245	0.09231	0.09210	0.09184

CITY OF PICO RIVERA, CALIFORNIA PRINCIPAL PROPERTY TAXPAYERS CURRENT FISCAL YEAR AND NINE FISCAL YEARS AGO

	2022-	23	2013-14			
Taxpayer	Taxable Assessed Value	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Percentage of Total City Taxable Assessed Value		
Paramount Pico Rivera Industrial	\$ 85,675,510	1.31%	\$ -	0.00%		
Vestar California XXVI LLC	80,183,990	1.23%	68,889,447	1.69%		
Center Point Properties Trust	65,645,880	1.00%	-	0.00%		
BCORE Mercury Lane Owner LLC	63,240,000	0.97%	-	0.00%		
Airef Pico Rivera Distribution Center	63,100,000	1.01%	-	0.00%		
TRPF CAM Pico Rivera Venture LLC	56,500,000	0.86%	-	0.00%		
Majestic AMB Pico Rivera	48,991,051	0.75%	41,785,092	1.03%		
8540 Whittier Boulevard	42,228,439	0.65%	-	0.00%		
Wal-Mart Real Estate Business Trust	39,207,236	0.60%	33,235,309	0.82%		
Pico Rivera Holdings LVT LLC	37,875,481	0.58%	-	0.00%		
Iron Mountain Information	-	0.00%	31,908,174	0.78%		
Princeton Medical Holdings LLC	-	0.00%	28,442,000	0.70%		
Showprop Pico Rivera LLC	-	0.00%	27,930,753	0.69%		
General American Life Insurance Company	-	0.00%	27,664,017	0.68%		
GGF Pico Rivera LLC	-	0.00%	26,707,159	0.66%		
Bakemark Ingredients West	-	0.00%	26,503,382	0.65%		
Public Storage Inc		0.00%	21,761,548	0.54%		
	\$ 582,647,587	8.91%	\$ 334,826,881	8.24%		

Excludes government and tax-exempt property owners.

Total City Value for 2013-14	\$ 4,065,546,441
Total City Value for 2022-23	\$ 6,540,271,859

Source: Los Angeles County Assessor 2022-23 and 2013-14 Combined Tax Rolls

CITY OF PICO RIVERA, CALIFORNIA TOP 25 SALES TAX PRODUCERS CURRENT FISCAL YEAR AND NINE FISCAL YEARS AGO

Fiscal Year 2022-23 Fiscal Year 2013-14 Taxpayers **Business Type** Taxpayers **Business Type** Arco AM PM Service Stations 76 Service Stations 1 2 Arco AM PM Service Stations Arco AM PM Service Stations 3 Bay Cities Container Light Industrial/Printers Arco AM PM Service Stations 4 Calply **Building Materials Bay Cities Container** Light Industrial/Printers Cal Wholesale Material Supply **Building Materials** 5 Chevron Service Stations 6 Chick Fil A Quick-Service Restaurants Chevron Service Stations 7 Cintas **Business Services** Chevron Service Stations 8 Circle K Service Stations Cintas **Business Services** Dal Rae Fine Dining Circle K Service Stations 10 Lowes **Building Materials** Food 4 Less Grocery Stores 11 Marshalls Family Apparel Home Depot **Building Materials** 12 McDonalds Quick-Service Restaurants **Building Materials** Lowes Marshalls Family Apparel 13 Raising Cane's Quick-Service Restaurants 14 Ross Family Apparel McDonalds Quick-Service Restaurants Rush Peterbilt Truck Center New Motor Vehicle Dealers Oxnard Building Materials **Building Materials** 15 Saw Service of America Heavy Industrial Pico Rivera Gas & Carwash Service Stations Shell 17 Service Stations Ross Family Apparel 18 Suez Mobile Water Drugs/Chemicals Rush Peterbilt Truck Center New Motor Vehicle Dealers 19 Sunbelt Rentals Repair Shop/Equip. Rentals Saw Service of America Heavy Industrial Warehse/Farm/Const. Equip. 20 Target Discount Dept Stores So Cal Material Handling 21 Unisource Office Supplies/Furniture Target Discount Dept Stores 22 United Rentals Repair Shop/Equip. Rentals Unisource Office Supplies/Furniture Versai Petroleum Petroleum Prod/Equipment United Rentals Repair Shop/Equip. Rentals Vesta Home USA Gasoline Service Stations Home Furnishings Walmart Supercenter Discount Dept Stores Walmart Supercenter Discount Dept Stores

Percentage of Fiscal Year Total Paid by Top 25 Accounts = 2022-23 58.51% 2013-14 64.25%

NOTE: The names are listed in alphabetical order and not by sales tax volume.

Source: HdL Companies, State Board of Equalization

CITY OF PICO RIVERA, CALIFORNIA RATIOS OF OUTSTANDING DEBT BY TYPE LAST TEN FISCAL YEARS

_		Gove	rnmental Activities		Business-T	ype Activities			
Fiscal Year	County Deferral	_	Net Pension Obligation (3)	Finance Authority Revenue Bonds (1)	Revenue Bonds	Net Pension Obligation (3)	Total Primary Government	Percentage of Personal Income	Debt Per Capita
2012-13	-	(2)	-	33,475,542	48,155,000	-	81,630,542	7.03%	1,295
2013-14	-	(2)	-	32,845,617	46,422,768	-	79,268,385	6.69%	1,241
2014-15	-	(2)	24,172,149	32,190,692	44,404,619	3,474,478	104,241,938	8.68%	1,631
2015-16	-	(2)	25,366,413	31,510,767	42,271,468	3,646,800	102,795,448	8.66%	1,599
2016-17	-	(2)	28,485,966	32,438,350	40,013,319	4,096,656	105,034,291	8.85%	1,640
2017-18	-	(2)	31,078,035	31,439,322	37,620,169	4,473,787	104,611,313	8.73%	1,628
2018-19	-	(2)	30,962,654	45,590,194	35,082,018	4,967,451	116,602,317	9.12%	1,821
2019-20	-	(2)	33,878,412	44,277,732	32,393,869	5,146,415	115,696,428	8.61%	1,826
2020-21	-	(2)	34,179,750	42,930,248	29,545,719	6,603,167	113,258,884	7.61%	1,793
2021-22	-	(2)	23,242,557	41,542,775	9,577,364	5,214,285	79,576,981	4.79%	1,295
2022-23	-	(2)	35,272,270	40,100,302	8,412,506	7,520,930	91,306,008	5.38%	1,497

⁽¹⁾ The Finance Authority Revenue Bonds are backed by lease payments made from General Fund Revenues. These lease payments and long-term debt are included in the Statement of Net Position.

⁽²⁾ Upon dissolution of the former redevelopment agency on February 1, 2012, the County deferral obligation was transferred to the Successor Agency and is no longer an obligation of the City.

⁽³⁾ City implement GASB 68 in FY 14/15 and recognize pension obligation. Prior Year Governmental Activities information had been updated to provide figures from FY 17-18 to FY 20-21.

CITY OF PICO RIVERA, CALIFORNIA RATIOS OF GENERAL BONDED DEBT OUTSTANDING LAST TEN FISCAL YEARS

Fiscal Year	General Obligation Bonds	Finance Authority Revenue Bonds (1)	Total Primary Government	Percent of Assessed Value	Debt Per Capita
2013-14	-	32,845,617	32,845,617	0.808%	520.92
2014-15	-	32,190,692	32,190,692	0.758%	503.98
2015-16	-	31,510,767	31,510,767	0.709%	493.11
2016-17	-	32,438,350	32,438,350	0.730%	506.49
2017-18	-	31,439,322	31,439,322	0.640%	489.25
2018-19	-	45,590,194	45,590,194	0.882%	711.98
2019-20	-	44,277,732	44,277,732	0.809%	698.67
2020-21	-	42,930,248	42,930,248	0.748%	679.74
2021-22	-	41,542,775	41,542,775	0.682%	676.13
2022-23	-	40,100,302	40,100,302	0.613%	657.65

⁽¹⁾ The Finance Authority Revenue Bonds are backed by lease payments made from General Fund Revenues. These lease payments and long-term debt are included in the Statement of Net Position.

Note: Details regarding the outstanding debt can be found in the notes to the financial statements.

Source: City of Pico Rivera Finance Department

CITY OF PICO RIVERA, CALIFORNIA DIRECT AND OVERLAPPING DEBT JUNE 30, 2023

2022-23 Assessed Valuation:	\$ 6,540,271,859
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	Total Debt 6/30/2023	% Applicable (1)	City's Share of Debt 6/30/2023
DIRECT DEBT City of Pico Rivera	23,965,000	100.000%	23,965,000
TOTAL DIRECT DEBT	23,965,000		23,965,000
OVERLAPPING DEBT:			
Metropolitan Water District	19,215,000	0.180%	34,587
Los Angeles Community College District	4,500,730,000	0.013%	585,095
Rio Hondo Community College District	170,234,080	13.077%	22,261,511
El Rancho Unified School District	93,268,121	99.996%	93,264,390
Montebello Unified School District	248,196,585	0.689%	1,710,074
Whittier Union High School District	127,929,361	0.517%	661,395
Los Nietos School District	40,882,715	0.039%	15,944
Whittier City School District	68,080,000	1.918%	1,305,774
TOTAL OVERLAPPING DEBT	5,268,535,862		119,838,771
TOTAL DIRECT AND OVERLAPPING TAX AND ASSES	SSMENT DEBT		143,803,771

⁽¹⁾ Percentage of overlapping agency's assessed valuation located within boundaries of the City.

Ratios to 2022-23 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	1.83%
Total Direct Debt (\$23,965,000)	0.37%
Combined Total Debt	2.20%

⁽²⁾ Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded lease obligations.



CITY OF PICO RIVERA, CALIFORNIA LEGAL DEBT MARGIN INFORMATION LAST TEN FISCAL YEARS

	Fiscal Year			
	2013-14	2014-15 2015-16	2016-17	
Debt limit	\$ 618,519,977	\$ 643,657,163 \$ 673,079,843	\$ 710,507,871	
Total net debt applicable to limit				
Legal debt margin	\$ 618,519,977	\$ 643,657,163 \$ 673,079,843	\$ 710,507,871	
Total net debt applicable to the limit as a percent of debt limit	0.00%	0.00% 0.00%	0.00%	
Legal Debt Margin Calculation Assessed value Add back: exempt real property	\$ 4,065,546,441 57,920,073	\$ 4,249,444,059 \$ 4,443,723,085 41,603,696 \$ 43,475,869	\$ 4,699,049,996 37,669,146	
Total assessed value	\$ 4,123,466,514	\$ 4,291,047,755 \$ 4,487,198,954	\$ 4,736,719,142	
Debt limit (15% of total assessed value) Debt applicable to limit	\$ 618,519,977	\$ 643,657,163 \$ 673,079,843	\$ 710,507,871 -	
Legal debt margin	\$ 618,519,977	\$ 643,657,163 \$ 673,079,843	\$ 710,507,871	

Note: Under state finance law, the City of Pico Rivera's outstanding general obligation debt should not exceed 15 percent of total assessed property value. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.

Source: Los Angeles County Assessor 2022/23 Combined Tax Rolls

CITY OF PICO RIVERA, CALIFORNIA LEGAL DEBT MARGIN INFORMATION (CONTINUED) LAST TEN FISCAL YEARS

T	T 7
Fiscal	l Year

2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
\$ 750,729,280	\$ 791,460,728	\$ 836,367,534	\$ 868,018,885	\$ 926,960,187	\$ 994,004,218
-				-	-
\$ 750,729,280	\$ 791,460,728	\$ 836,367,534	\$ 868,018,885	\$ 926,960,187	\$ 994,004,218
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 4,960,278,250 44,583,616	\$ 5,223,378,886 53,025,964	\$ 5,524,451,955 51,331,603	\$ 5,741,373,950 45,418,617	\$ 6,134,582,164 45,152,416	\$ 6,583,483,323 43,211,464
\$ 5,004,861,866	\$ 5,276,404,850	\$ 5,575,783,558	\$ 5,786,792,567	\$ 6,179,734,580	\$ 6,626,694,787
\$ 750,729,280	\$ 791,460,728	\$ 836,367,534	\$ 868,018,885	\$ 926,960,187	\$ 994,004,218
\$ 750,729,280	\$ 791,460,728	\$ 836,367,534	\$ 868,018,885	\$ 926,960,187	\$ 994,004,218

CITY OF PICO RIVERA, CALIFORNIA PLEDGED REVENUE BOND COVERAGE LAST TEN FISCAL YEARS

1999 WATER AUTHORITY REVENUE BONDS - Last Ten Fiscal Years

		Less:	Net Revenue		
Fiscal	Gross	Direct	Available for	1999 Bonded	
Year	Revenue (1)	Costs (2)	Debt Service	Debt (P & I)	Coverage
2013-14	\$ 11,311,659	\$ (4,944,349)	\$ 6,367,310	\$ 1,638,813	3.89%
2014-15	10,934,757	(4,785,711)	6,149,046	1,638,925	3.75%
2015-16	10,787,717	(5,745,991)	5,041,726	1,638,500	3.08%
2016-17	11,969,572	(4,617,562)	7,352,010	1,635,875	4.49%
2017-18	11,825,467	(2,022,475)	9,802,992	1,636,050	5.99%
2018-19	11,995,293	(5,881,508)	6,113,785	1,638,750	3.73%
2019-20	12,398,054	(5,956,123)	6,441,932	1,638,700	3.93%
2020-21	12,260,342	(6,897,155)	5,363,187	1,635,900	3.28%
2021-22	12,457,186	(7,692,571)	4,764,615	1,635,350	2.91%
2022-23	13,782,113	(5,779,647)	8,002,466	1,363,775	5.87%

- (1) Total Water Authority revenues
- (2) Total expenditures less depreciation, amortization on issuance costs and allocated costs

2016 LEASE REVENUE BONDS (2)

			- ' ' '			
Fiscal	Gross			-		
Year	Revenue (1)	Principal	Interest		Total	Coverage
2016-17	\$ 37,906,839	\$ 980,000	\$ 655,944	\$	1,635,944	23.17
2017-18	43,598,587	865,000.00	1,061,150)	1,926,150	22.64
2018-19	41,859,180	885,000.00	1,043,650)	1,928,650	21.70
2019-20	41,115,931	900,000.00	1,023,450)	1,923,450	21.38
2020-21	45,235,968	925,000.00	998,225	;	1,923,225	23.52
2021-22	49,034,402	955,000.00	965,520)	1,920,520	25.53
2022-23	57,424,276	995,000.00	926,250)	1,921,250	29.89

- (1) Total General Fund revenues
- (2) In 2016 the City of Pico Rivera refinanced its 2009 Lease Revenue bonds

2018 CERTIFICATES OF PARTICIPATION

Fiscal	Gross					
Year	Revenue (1)	Princi	oal	Interest	Total	Coverage
2018-19	\$ 901,383	\$ 205	\$,000	486,846	\$ 691,846	1.30
2019-20	871,222	255,00	00.00	577,969	832,969	1.05
2020-21	909,366	265,00	00.00	567,769	832,769	1.09
2021-22	1,126,471	275,00	00.00	557,169	832,169	1.35
2022-23	1,167,903	290,00	00.00	546,169	836,169	1.40

(1) Total Metropolitan Transportation Authority Measure M local return revenues

2021 REDEVELOPMENT AGENCY TAX ALLOCATION REFUNDING BONDS (2)

Fiscal	Gross					
Year	Revenue (1)	P	rincipal	Interest	Total	Coverage
2021-22	\$ 8,595,990	\$	-	\$ 93,224	\$ 93,224	92.21
2022-23	6,716,953		3,500,000	176,972	3,676,972	1.83

- (1) Total Successor revenues
- (2) In 2021, the 2001 Redevelopment Agency Tax Allocation Refunding Bonds was refunded

Source: City of Pico Rivera Finance Department

CITY OF PICO RIVERA, CALIFORNIA DEMOGRAPHIC AND ECONOMIC STATISTICS LAST TEN FISCAL YEARS

Fiscal Year	Population (1)	Personal Income (in thousands) (2)		Income]	Per Capita Personal acome (2)	Unemployment Rate (3)
2013-14	63,873	\$	1,185,419	\$	18,559	7.10%		
2014-15	63,902		1,200,974		18,794	7.60%		
2015-16	64,272		1,187,489		18,476	6.20%		
2016-17	64,046		1,197,852		18,703	4.80%		
2017-18	64,260		1,278,319		19,893	4.70%		
2018-19	64,033		1,343,604		20,983	4.20%		
2019-20	63,374		1,383,034		21,823	21.00%		
2020-21	63,157		1,487,725		23,556	13.40%		
2021-22	61,442		1,662,431		27,057	4.60%		
2022-23	60,975		1,698,355		27,853	5.00%		

⁽¹⁾ Population Projections are provided by the California State Department of Finance Projections.

Source: HDL Companies

⁽²⁾ Income Data is provided by the United States Census Data and is adjusted for inflation.

⁽³⁾ Unemployment Rate is provided by the EDD's Bureau of Labor Statistics Department.

CITY OF PICO RIVERA, CALIFORNIA PRINCIPAL EMPLOYERS CURRENT FISCAL YEAR AND NINE FISCAL YEARS AGO

		2022-23 (1)		2013-14 (2)		
			% of Total		% of Total	
			City		City	
Employer	Business Type	Employees	Employment	Employees	Employment	
Wal-Mart Supercenter	Department Store	250	0.90%	600	2.22%	
Feit Electric Company, Inc	Warehouse For Distribution	199	0.72%			
Target	Department Store	191	0.69%	186	0.69%	
Parts Authority LLC	Wholesale Business	191	0.69%			
Riviera Nursing & Convalescent	Healthcare & Hospitals	173	0.62%			
Vesta Home	Home Furnishing & Appliances	142	0.51%			
Manning Beef LLC	Meat - Miscellaneous	125	0.45%			
American Meat Companies	Meat - Wholesale	120	0.43%			
El Super	Grocery Store	104	0.37%			
Unisource Solutions	Wholesale Business	103	0.37%			
BakeMark	Manufacturer			300	1.11%	
Los Angeles County Sheriff	Patrol Station			153	0.57%	
Home Depot	Retailer			138	0.51%	
Rush Truck Center	New Motor Vehicles			112	0.41%	
Bimbo Bakeries	Distribution Center			110	0.41%	
Lowes	Retailer			105	0.39%	
Total Top Employers		1,598	5.75%	1,704	6.31%	
Total City Employment (3)		27,800		27,000		

⁽¹⁾ Excludes government and tax-exempt property owners, Source: HDL Companies

⁽²⁾ Source: CAFR 2013-2014, removed government and tax-exempt owners

⁽³⁾ Total City Labor Force provided by EDD Labor Force Data.

CITY OF PICO RIVERA, CALIFORNIA FULL-TIME EQUIVALENT CITY EMPLOYEES BY FUNCTION LAST TEN FISCAL YEARS

	Fiscal Year									
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
General Government	29	30	25	30	30	31	30	29	31	32
Public Safety	5	5	8	8	9	9	7	7	7	7
Public Works	47	54	55	64	65	66	51	51	48	53
Parks & Recreation	20	21	21	26	26	27	24	25	26	27
Community Development	16	16	15	20	19	20	20	20	24	24
Water	11	11_	8	9	10	10	10	10	9	11
Total	128	137	132	157	159	163	142	142	145	154

Source: City of Pico Rivera Finance Department

The city historically only reports full-time salaried positions on this schedule.

CITY OF PICO RIVERA, CALIFORNIA OPERATING INDICATORS BY FUNCTION LAST TEN FISCAL YEARS

	Fiscal Year						
Function	2013-14	2014-15	2015-16	2016-17			
Police:							
Calls dispatched	21,602	21,878	24,523	26,177			
Crime reports	9,775	10,725	10,268	7,275			
Moving citations	4,822	4,250	3,296	3,146			
Parking citations - Sheriff	549	147	171	158			
Parking citations issued by Public Safety	16,303	15,152	15,468	16,285			
Streets and Highways:							
Asphalt repair (in tons)	160	427	100	2,523			
Curb & gutter repair (lineal ft.)	26	530	500	146			
Sidewalk repair (lineal ft.)	877	1,200	1,600	2,523			
Traffic signals maintained	42	45	47	47			
Water:							
Number of customer accounts	9,393	9,400	9,435	9,435			
Average daily consumption (millions of gallons)	5	5	4				
Water samples taken (annual)	900	1,162	520				
Sewers:							
Feet of sewer mains root cut/chemically treated	11	11	0*	0			
Maintenance:							
Square ft. graffiti removal	95,353	101,419	100,000	150,000			
Street sweeping miles	21,285	21,285	10,400	21,285			
Trees trimmed per year	4,258	4,998	5,000	4,000			
Culture and Recreation:							
Youth sports	856	856	818	671			
Aquatics	16,179	16,179	6,960	10,715			
Recreation classes	16,415	16,415	4,825	4,932			
Senior Center participants	117,978	117,978	110,632	135,889			

⁽A) Information is not available

^(*) City sewer rights were returned to LA County Public Works in FY 2015-16

CITY OF PICO RIVERA, CALIFORNIA **OPERATING INDICATORS BY FUNCTION (CONTINUED) LAST TEN FISCAL YEARS**

	Fiscal Year									
2017-18	2018-19	2019-20	2020-21	2021-22	2022-23					
25,363	22,854	31,780	29,039	29,532	30,863					
6,680	6,288	5,969	5,255	5,563	5,655					
3,931	3,216	1,770	2,720	3,168	2,480					
69	167	74	20	22	65					
15,985	28,037	16,543	20,974	20,957	20,950					
		4.0.54								
7,263	4,813	4,061	1,312	12,114	30,556					
121	200	606	1,220	5,904	9,477					
7,263	208	2,008	2,400	9,010	3,449					
47	47	47	48	48	47					
9,435	9,435	9,450	9,452	9,470	9,514					
		4	4	4	4					
		728	749	840	650					
0	0	0	0	0	0					
229,000	117,536	89,299	260,000	265,000	273,000					
21,285	21,285	21,285	21,285	21,285	21,285					
3,000	2,500	751	614	3,035	2,569					
517	825	292	0	530	1,440					
10,502	11,114	8,811	0	0	0					
7,076	10,398	5,107	2,289	1,678	1,307					
151,669	135,354	97,080	0	5,500	35,636					

CITY OF PICO RIVERA, CALIFORNIA CAPITAL ASSET STATISTICS BY FUNCTION LAST TEN FISCAL YEARS

	Fiscal Year						
Function	2013-14	2014-15	2015-16	2016-17			
Public Safety:							
Police stations	1	1	1	1			
Number of patrol units	12	12	12	14			
Highways and Streets:							
Miles of streets	115.2	115.2	115.2	115.2			
Traffic Signals	43	43	47	47			
Water:							
Number of active water wells	8	8	8	8			
Number of reservoirs	3	3	3	3			
Miles of lines & mains	98	98	98	98			
Sewer:							
Miles of sanitary sewers	285	285	285	285			
Miles of flood control channel	17	17	17	17			
Culture and Recreation:							
Number of parks	8	8	8	8			
Number of community centers	6	6	6	6			

CITY OF PICO RIVERA, CALIFORNIA CAPITAL ASSET STATISTICS BY FUNCTION (CONTINUED) LAST TEN FISCAL YEARS

ъ. 1	1 7 7
H1SCal	l Year

		Fiscai	rear		
2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
1	1	1	1	1	1
14	14	14	14	14	14
115.2	115.2	115.2	115.2	115.2	115.2
47	47	47	48	50	53
8	8	8	8	8	8
3	3	3	3	3	3
98	98	98	98	98	98
285	285	285	285	285	285
17	17	17	17	17	17
8	8	8	8	9	9
6	6	6	6	6	6



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City of Pico Rivera

End of the Year Accomplishments Report





Steve Carmona

City Manager

Angelina Garcia

Assistant City Manager

Cynthia Ayala

City Clerk

Jane Guo

Director of Administrative Services

Alvaro Betancourt

Director of Community & Economic Development

Karine Shirinian

Director of Human Resources

Javier Hernandez

Director of Innovation and

Communications

Pamela Yugar

Director of Parks & Recreation

Noe Negrete

Director of Public Works





On behalf of the City Council and the entire City organization, I would like to bid farewell to FY 2022-23 and step into a new chapter. I am delighted to reflect on the remarkable achievements that have shaped our City throughout the past year. Together, we have navigated challenges, embraced opportunities, and built a stronger, more vibrant community.

The City's performance goals, priorities, and strategies focus on the following areas:

- Fiscal and Organization Sustainability: Harnessing the power of technology, we have embraced smart governance to enhance efficiency and transparency.
- Economic Development and Land Use: Our City has experienced economic growth, with new businesses and existing ones expanding. This has not only bolstered our local economy but has reinforced the collaborative efforts between the public and private sectors.
- Infrastructure: Our commitment to enhancing the City's infrastructure has resulted in significant progress. These projects have showcased our dedication to creating a sustainable and modern community that improves the daily lives of our residents.
- Health, Wellness and Safety: The safety and well-being of our residents remain

paramount. Our dedicated Public Safety services including police, fire, and emergency services have worked tirelessly to ensure a secure living. Recognizing the importance of sustainability, we have implemented eco-friendly practices and initiatives to preserve our environment.

• Community Engagement: This year, we have made great strides in fostering a sense of community and inclusivity. Through our various events, workshops, and initiatives, we have brought people together to celebrate our diversity and shared values. By amplifying the voices of all residents, we have strengthened the fabric of our community.

I extend my gratitude to each and every resident, as well as our dedicated City employees and partners, for contributing to the success of our City. As we embark on the journey ahead, let us continue working hand in hand to make Pico Rivera an even better

"To learn more about the exciting projects, plans, and events throughout the City, I encourage you to explore our City website. I also welcome you to review my monthly City Manager's report for the latest and greatest here in Pico Rivera."

Steve CarmonaCity Manager

place to live, work, and thrive.



Andrew C. Lara Mayor



John R. Garcia Mayor Pro Tem



Gustavo V. Camacho Councilmember



Erik Lutz Councilmember



Dr. Monica Sánchez Councilmember



City of Pico RIvera 6615 Passons Blvd. Pico Rivera, CA 90660 www.pico-rivera.org











Scan the QR code to view the full list of accomplishments for FY 2022-2023, or visit pico-rivera.org

Our Guiding Plan

CITY OF PICO RIVERA STRATEGIC PLAN

MISSION

To positively impact our community by providing excellent city services, facilitating responsible stewardship of resources, and actively engaging our residents, businesses, and visitors.

VISION

Pico Rivera will be a leading progressive, thriving, connected community with a high standard for quality of life and collaborative governance.

VALUES

Craft is a skill in planning, making, or executing. The acronym CRAFT is used to reinforce the purpose and importance of the organization's values:

Collaboration
Respect
Accountability
Fairness and Inclusion
Transparency

STRATEGIC PRIORITIES



FISCAL AND ORGANIZATION SUSTAINABILITY

Create a City government build to adapt to change



ECONOMIC DEVELOPMENT AND LAND USE

Encourage the development of underutilized space, plan for growth, and engage businesses to transform the City as an economic and cultural hub.



INFRASTRUCTURE

Plan, fund, build, and maintain reliable and cost-effective infrastructure that contributes to enhancing quality of life.



HEALTH, WELLNESS AND SAFETY

Create a safe and thriving City with low crime and high standards for health and wellness.



Foster a connected, collaborative, and actively participating City and workforce.

2022-23 City Awards and Recognition









Awarded \$4.7 million from Caltrans Highway Safety Improvement Program (HISP) Cycle 11 across (3) projects to improve traffic signals, signage, and school crossings citywide.



Awarded \$1 million as part of the Consolidated Appropriations Act of 2023 will be used to transform an underutilized and blighted bus depot into a colorful neighborhood park.



Awarded \$1 million in the State of California's legislative budget allocation to be used to transform an underutilized vacant lot into the City's first dog park.



Awarded \$579,800 as part of the California Department of Housing and Community Development's Permanent Local Housing Allocation (PLHA) Grant Program.



Awarded \$250,000 as part of Los Angeles Metro's feasibility study for the Bus Rapid Transit Corridor Project to operate a dedicated high-frequency bus service.



Awarded a \$20,000 grant from the National Recreation and Parks Association (NRPA) towards the PlayPASS program as part of Youth Sports equity.





FY22-23 ACCOMPLISHMENTS

The City of Pico Rivera is exceptionally well positioned to meet current and future challenges facing local government and our community. This publication signifies the City's commitment to work together in a collaborative manner for the betterment of the greater community. These accomplishments and many more demonstrate our diligence and commitment to implementing our strategic priorities and ensuring the City's economic prosperity and bettering the lives of our citizens and businesses.

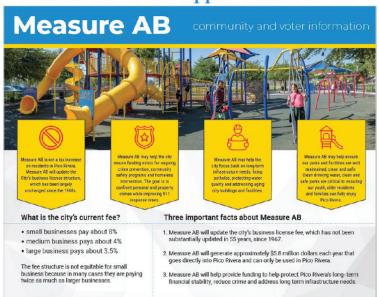
FISCAL AND ORGANIZATIONAL SUSTAINABILITY















FISCAL AND ORGANIZATIONAL SUSTAINABILITY ACCOMPLISHMENTS

- Successfully placed on the ballot Measure AB, which in November 2022, voters overwhelmingly approved it with a 75% approval
- City rated "low-risk" by the California State
 Auditor's Office (State Controller) due to our
 commitment to prudent fiscal practices and longterm strategic planning. The City remains the
 highest-ranked among the neighboring 10 cities, as
 staff works hard, above and beyond the challenges
- Implemented an Online Records Center Public Portal and Public Records Request Automation Process
- Successfully adopted the City's first Legislative Platform
- Successfully led an advocacy trip to Sacramento, CA for the California Contract Cities Conference and City Council members to meet with Assemblymembers Lisa Calderon and Senators Lena Gonzalez and Bob Archuleta
- Successfully led an advocacy trip to Washington DC for City Council members to meet with US Congressional Representatives Judy Chu (D28), Grace Napolitano (D31), Linda Sanchez (D38), Robert Garcia (D42), Nanette Barragan (D44); US Senator Alex Padilla and the Office of the late Senator Feinstein; the US Departments of Transportation and Economic Development Administration; and President Biden's Infrastructure Team

- Received GFOA Award for Excellence in Financial Report for the 2022 Annual Comprehensive Financial Report (ACFR)
- Received GFOA Award for Distinguished Budget
 Presentation for Year 2 of the FY 2021-23 Biennial Budget
- Implementation of industry "Best Practices":
 - Updated the Investment Policy
 - Updated Capital Asset Capitalization Policy
- Implemented TravelBank Apps to track and reconcile credit card transactions
- Presented a balanced Biennial Budget for FY 2023-25
- Upgraded Virtual City Hall 3Di Systems with VCH 311 platform
- Implemented Cyber Security Measures for Ransomware Protection, Cloud Antivirus, Multi-Factor Authentication (MFA), and Penetrate Testing
- Completed CEA, SEIU, and SEIU Directors Labor Negotiations
- Successfully renewed all lines of insurance for FY 2023-24
- Enhanced Threat ZERO prevention-based platform for identifying and managing the presence of compromises & sophisticated threat actors
- Upgraded new City Phone system from a legacy onpremises system to a modern voice-over IP Cloud system

PERFORMANCE ACTIVITY FOR FISCAL AND ORGANIZATION SUSTAINABILITY

Performance Activity	FY 2021-22	FY 2022-23
Accounts Payable Invoices Processed	6,144	5,378
ACH Accounts Processed	1,784	2,041
Distinguished/Excellence Financial/Budget Awards Received	2	2
Percent of balanced General Fund Adopted Budget	100%	100%
IT Help Desk Requests Resolved	499	673
Computers/ Laptops Replaced (Starting FY 2022-23)	-	67
Adobe Acrobat & Hard Drive SSD Upgrades (Starting FY 2022-23)	-	140
Hold City Council Goal-Setting Retreat	1	2
Increase publicly available City Council Agendas	100%	100%
PRIME Participation Rate	93%	94%
Provide Monthly City Manager's Report (Started April 2022)	25%	100%
Employment Applications Received and Reviewed	2,706	2,298
New Hire Orientations (Full-Time)	14	19
New Hire Orientations (Part-Time)	48	33
Eligibility Lists Certified/Interviews Facilitated (Full-Time)	33	17
Eligibility Lists Certified/Interviews Facilitated (Part-Time)	45	53

ECONOMIC DEVELOPMENT AND LAND USE ACCOMPLISHMENTS





The City of Pico Rivera's Small Business Grant Program will offer one-time \$10,000 grants to eligible businesses to help create jobs, retain jobs, and offer quality services to the residents of Pico Rivera. Grant funds may be used for overhead expenses, rent, utilities, and necessary equipment to continue business operations, among others. Businesses are not expected to pay back grants.









ECONOMIC DEVELOPMENT AND LAND USE ACCOMPLISHMENTS

- Initiated a partnership with the Rivers & Mountains Conservancy, City of Montebello, and the LA County Department of Public Works to explore, plan, and implement passive recreation facilities at Rio Hondo Coastal Basin Spreading Grounds
- Executed a Memorandum of Understanding with Landify to plan, design, and develop new parks, open space, trails, and recreational facilities at Ruben Salazar High School and other suitable sites throughout the city
- Oversight for the construction completion of a 9-unit condominium development at 8813 Gallatin Road.
- Oversight for the construction completion of a 4-unit + ADU apartment building located at 9056 Burma Avenue.
- Oversight for the construction completion of a 12unit townhome style apartment complex at 8421 Telegraph Road.
- Entitled a 1.030 square-foot Starbucks location at the former Tamarack Inn at 9257 Slauson Avenue
- Entitled a 4-story modern architectural-styled Public Storage facility on a site that had been vacant for 42
- Issued 14 additional small business grants, successfully concluding the COVID-19 Impact Relief Program for small businesses

- Completed 3 home rehabilitation projects in partnership with Habitat for Humanity for low- and moderate-income households
- · Sold an underutilized street portion on Baybar Road and generated \$1 million for future development needs
- Acquired a 5,000 square-foot site located at 9201 Whittier Boulevard in a parking deficient area for the development of additional parking spaces
- Acquired a vacant Veterans of Foreign Wars post located at 4865 Durfee Avenue. The 9,000 square-foot lot will allow the City to develop additional parking for local businesses, including the American Legion
- · Acquired the former Montebello Bus Lines and Metro terminal at the southwest corner of Passons Boulevard and Jackson Street. The 20,000 square-foot lot will be developed into the future Passons Active Depot park
- Approved a Conditional Use Permit application for a 350,000 square-foot warehouse development on a 19acre site for Insite Warehouse Development
- · Approved entitlement for Southern California Gas Company to develop a 70,000 square-foot office building for training and development located at the headquarters building at 8101 Rosemead Boulevard
- Processed an alcohol seller's license for Los Amores de Julia located at 8800 Washington Boulevard

PERFORMANCE ACTIVITY FOR ECONOMIC DEVELOPMENT AND LAND USE

Performance Activity for Economic Development and Land Use	FY 2022-23	FY 2022-23
Building Permits Processed	1,809	2,597
Business Licenses Processed	2,683	2,220
Utility Billed Accounts Processed	59,591	59,939
Cash Receipt Transactions Processed	62,681	69,035
Cash Receipts Amount Collected	\$101,601,223	\$101,399,846
New Water Accounts Processed	383	355
New Water Accounts Amount Collected	\$57,937	\$57,581
EV Charging Station Permits Issued	-	8
Residential Solar Panel Permits Issued	202	292
Accessory Dwelling Unit Applications - Open Plan Check*	112	248
Accessory Dwelling Unit Applications - Permits Issued/ Completed*	-	45

^{*}Accessory Dwelling unit Applications were previously reported as one category

INFRASTRUCTURE ACCOMPLISHMENTS















INFRASTRUCTURE ACCOMPLISHMENTS

- Obtained a Caltrans Sustainable Community Planning Grant in the amount of \$585,334 for the Rosemead/ Lakewood Boulevard Complete Corridor Project
- Obtained a Caltrans Highway Safety Improvement Program (HISP) Cycle 11 Program grant in the amount of \$4.7 million across three project submittals to improve traffic signals, signage, and school crossings citywide
- Obtained a FY24 California State Budget Request with Assemblymember Lisa Calderon in the amount of \$1.125 million for the Alebrije Dog Park
- Obtained a \$1,050,000 million dollar grant for The PAD project from Congresswoman Linda Sánchez
- Obtained a Los Angeles Metro grant in the amount of \$250,000 to fund a feasibility study for the future Rosemead/Lakewood Boulevard Bus Rapid Transit Corridor Project, which will operate a dedicated highfrequency bus service between Pasadena and Long Beach
- Obtained a New Mini-Pitch from National Recreation and Parks Association (NRPA) valued at \$100,000
- Replaced 11 aging vehicles with new fleet vehicles
- Upgraded the following:
 - LED Lighting at Rivera Park Gym and
 - Multi-purpose Room HVAC unit for the Rivera Park Multi-purpose Room
 - Suppression System for Pico Park Kitchen
 - HVAC Compressor at City Hall
 - LED Lighting at Rivera Park Gym and Multi-purpose Room
- · Built access panel for Storm Water Lift Stations at Calada Ave. and Pine St.

- Began design phase for the following capital projects:

 - Alebrije Dog Park Youth Center Renovation
 - Rio Hondo Park Renovation
 - Utility Box Art Program
 - Pico Park Outdoor Restrooms
 - Developed a new design for the Smith Park Aquatic Center.
- Completed the following capital projects:

 - City Hall and City Hall West ADA Improvements Senior Center ADA Parking Lot Renovation Beverly and San Gabriel River Parkway Median Improvements Whittier Blvd Overlay

 - Whittier Blvd Landscape Median Improvements
 - Rosemead Blvd and Beverly Blvd Hot Spot and Block Wall at Lindell
 - Highway Safety Improvement Program (HSIP) Cycle 7 Traffic Signal Upgrades
 - Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Upgrades
 Citywide Resurfacing Slurry and Cape Seal (2023)
 Rosemead Blvd North of Whittier Blvd Street

 - Rehabilitation

 - Annual Signing and striping Citywide Traffic Signal Upgrades
 - Design for Rosemead Blvd Median and Parkway Beautification
 - Design for Major Corridors Median and Parkway Beautification
 - Design for Regional Bikeway Phase I Mines Ave Improvements
 - Design for Youth Center Renovation
 - Purchased three new transportation vehicles. Two vehicles for Recreation Transit and one for Dial-A-Ride
 - Electrical Switchboard Replacement at Plant No.
 - Installation of new canopies for outdoor area at the Senior Center
 - Installation of new sewer lines for Clubhouse at Golf Course
 - Rebuilding of pumps in the Storm Water Lift Stations at Rosemead Boulevard and Rex Road

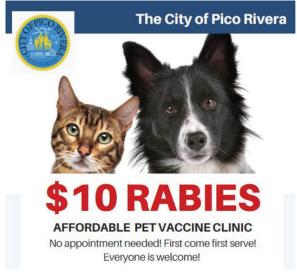
PERFORMANCE ACTIVITY FOR INFRASTRUCTURE

Performance Activity	FY 2021-22	FY 2022-23
Replaced 12-inch Gate Valves	2	2
Maintenance Work Orders	579	1,065
Replaced old meters with AMI meters	560	2,485
Replaced Service Connections Citywide	195	132
Pothole Repairs Work Orders	563	1,057
Tons of Hot Asphalt Repairs	345	774
Encroachment, Grading, Driveway etc. other permits	304	307
Inspections	245	530

HEALTH, WELLNESS AND SAFETY ACCOMPLISHMENTS









Red Cross Blood Drive
City of Pico Rivera



HEALTH, WELLNESS AND SAFETY ACCOMPLISHMENTS

- Successfully introduced a City Ordinance prohibiting participation and spectating of illegal street takeover
- Completed the Local Roadway Safety Plan that analyzes traffic collision history citywide to develop and reduce traffic collisions
- Completed the Facilities Management Plan and Security System
- Completed the installation of 36 Automated License Plate Reader cameras by Flock Safety
- Awarded an agreement to develop the City's first-ever Climate Action Plan (CAP) that outlines measures and policies to mitigate climate change
- Completed converting and installing 428 LED lights, bringing the total converted LED lights to 3,341, generating 1.8 million kWh in energy savings, or \$567,000 in annual cost savings.
- Increased OhmConnect registrations with 63 new active participants for FY 2022-23 that enables and incentivizes residents to participate in energy-saving activities.
- Officially joined the California Jobs First Los Angeles Collaborative to fund, establish, and support the longterm viability of the South East LA Micro EV Tech Hub and Pico Rivera Nucleus

- Collaborated with the Southern California Association of Governments (SCAG) and completed a study to determine the need for Electric Vehicle (EV) Charging Stations in the City in anticipation of the State's target to have 5 million zero-emission vehicles on the road by 2030.
- Received the 2022 Gateway Cities Council of Governments Energy Action Award – Gold.
- Distributed organic waste bins to all eligible commercial accounts, reaching 100% compliance with SB 1383 State mandates
- Assisted 93 households in collaboration with the Southern California Housing Rights Center, delivering fair housing services, including discrimination prevention, referrals, case management, and resolution of landlord-tenant disputes
- Successfully partnered with Beverly Hospital to offer Wellness Classes and Health Screenings at the Senior Center
- City Council launched a pilot program in February 2023 that added a Public Safety Coordinator position in the City to enhance coordination between law enforcement and community

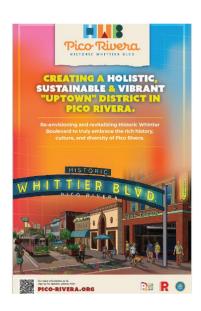
PERFORMANCE ACTIVITY FOR HEALTH, WELLNESS, AND SAFETY

Performance Activity	FY 2021	-22 FY 2022-23
Tree Trimming Work Orders	3,035	712
Graffiti Removal Work Orders	2,683	2,572
Square Feet of Graffiti Removed	265,000	293,164
Illegal Dumping Work Orders	688	797
Tons of Trash Collected	450	618
Service Requests	5,897	1,312
Parking Enforcement Citations	20,979	17,727
Section 8 Requests Processed	1,398	1,201
Section 8 Housing Assistance Payments	\$5,130,3	\$5,562,831
Code Enforcement Cases	567	754
Flu Shot Clinic for Seniors (Starting FY 2022-23)	-	100
Rabies Clinics with Vetcare Services and SNP LA - Pets Served	336	547
Rabies Clinics with Vetcare Services and SNP LA - Vaccinations	296	385
American Red Cross Blood Drives - Donors	49	88
American Red Cross Blood Drives - Pints Collected	54	79
American Red Cross Blood Drives - Lives Saved	156	237
	559	810

COMMUNITY ENGAGEMENT ACCOMPLISHMENTS















COMMUNITY ENGAGEMENT ACCOMPLISHMENTS

- Developed PlayPASS subsidy program that subsidizes the registration fee for income-eligible youth with over 50 participants awarded assistance
- Awarded a \$20,000 grant from the National Recreation and Parks Association (NRPA) towards the PlayPASS program
- Secured \$450,000 in grant funding towards the Outdoor Equity Program (OEP) from California State Parks that will offer new outdoor excursions and experiences to our community
- Successfully hosted 13 city-wide Special Events
- Successfully hosted 20 Senior Special Events with an average attendance of 93 seniors
- Successfully held six Pool Days, in partnership with local cities
- Held the REACH program at eight Elementary sites and served approximately 482 students
- Resumed the Pico Rivera Senior Center Meal program
- Distributed meals to 378 senior citizens through the Southeast Area Social Services Funding Authority's (SASSFA)

- Veterans Resource Center opens at the Pico Rivera Senior Center with over 130 Veterans Service Officer and 1,200 Case Worker appointments made
- Ribbon Cutting ceremony for "Pico Rivera Transit (PRT)" with over 160 Pico Rivera senior and disabled residents signed up for program
- Successfully engaged and solicited input from over 5,000 people throughout phases 1 and 2 of the Historic Whittier Boulevard Specific Plan and Multimodal Plan
- Successfully partnered with ERUSD to launch the Pico Rivera Youth Ambassador Program, engaging local high-school students with real-world city projects and career paths
- Launched "The Boulevard Bulletin": A quarterly newsletter distributed communitywide that provides updates on the Historic Whittier Boulevard Program
- Acquired and activated the Pico Rivera IDEA for the Whittier Boulevard Revitalization Program
- Held a successful Clean California Bulky Item Dump Day Event in partnership with Caltrans
- Issued 12 Profiles to the community for Public Information

PERFORMANCE ACTIVITY FOR COMMUNITY ENGAGEMENT ACCOMPLISHMENTS

	Approx. Attendees	Approx. Attende
Events	FY 2021-22	FY 2022-23
Summer Camp	522	608
Winter Camp	103	116
Spring Camp	35	27
Senior Special Events - average attendance	46	93
Firework Spectacular	12,000	15,000
Movies in the Park (1 of 2)	100	250
Movies in the Park (2 of 2)	300	250
Summer Street Fest (1 of 2)	7,500	10,000
Summer Street Fest (2 of 2)	8,000	8,000
Fiestas Patrias	10,000	7,000
Halloween Spectacular	5,000	8,000
Veterans Day Ceremony	450	400
Holiday Festival and Tree Lighting	10,000	5,000
Christmas Baskets Food Distribution	1,000	1,000
Easter Eggstravaganza	6,000	6,500
Certified Farmers Market (Wednesdays)	20,000	22,000
Memorial Day Ceremony	450	400

AND WE'RE NOT DONE... LOOKING AHEAD 2024

Department Initiatives

ADMINISTRATION

City Manager's Office

- Present to City Council Revenue-Generating alternatives to aid in funding critical infrastructure and other Capital Improve Projects
- Complete the Virtual City Hall and Mobile App Implementation
- Implement ShotSpotter technology gunfire detection, analysis, and alert system

Office of Sustainability / PRIME

- Complete the Climate Action Plan.
- Initiate Climate Action Plan Phase II Vulnerabilities Assessment and Climate Action Dashboard.
- Launch the PRIME Access Program to provide 100% renewable energy at an additional 20% discount to 11,452 eligible CARE and FERA customers.
- Increase PRIME participation rate to 95% through active engagement and education at community events.
- Secure grant funding for constructing and installing Electric Vehicle Charging Stations (EVCS) and associated infrastructure.
- Present the Tesla Solar + Battery Program to the City Council to consider implementing the program. This program would allow residents of Pico Rivera to lease Tesla solar panels and battery systems for a 25-year term, including installation, maintenance, and a low, stable rate for the lease term period.
- Host six community events to educate the public on proper organics waste diversion and gift composting bins to achieve 75% organic waste reduction by 2025.
- Develop and implement an organic waste diversion enforcement program to meet the upcoming January 1, 2024, milestone under the SB 1383 mandate, which requires all jurisdictions to transition from education and outreach to enforcing through notices and penalties.
- Implement Smart Waste System Pilot Program at Smith Park to improve operational efficiency, quality of life, and environmental stewardship.

Waste Management

 Multi-year roll out of AB 1383 programing and expanded waste hauling services

City Clerk

- Implement the Public Records Request Online portal
- Continue working on Statement of Economic Interest Form 700 Automation Process
- Continue converting the City's Electronic Content Management System from Questys to Laserfiche
- · Continue working on the Online Records Center
- Continue working on Document Conversion (scanning)

Office of Innovation and Communications

- Finalize the deliverables for the Historic Whitter Boulevard Revitalization Program, which include the adoption of a Specific Plan and Multi-Modal plan for the corridor.
- Initiate the Historic Whittier Boulevard Back Alley Paseos Project
- Advocate for project impact mitigation funding and for the preservation or inclusion of Avenida Vicente Fernandez as part of the scope of the Whitter Narrows Dam Safety Modification Project.
- Secure funding to complete design and environmental review of the Rosemead/Lakewood Boulevard Complete Corridor Project.
- Establish a scope and launch the feasibility study for the Pico Rivera Commuter Rail Station in partnership with Los Angeles Metro.
- To obtain a Caltrans Clean CA Local Grant in the amount of \$3.5 million for the Historic Whittier Boulevard Los Paseos Project
- To obtain a grant for the US Economic Development Administration in the amount of \$597,400 for the Southeast LA Micro EV Tech Hub and Pico Rivera Nucleus
- To obtain a grant for the California Regional Trails Program in the amount of \$1.4 million for the Pio Pico State Historic Park Trail Connection Project.
- To obtain a grant for the State Budget Request with Assemblymember Lisa Calderon in the amount of \$1.125 million for the Historic Whittier Boulevard Paseo Project
- Complete the City Council Chambers Audio/Visual Upgrades
- Initiate Citywide Branding and Marketing Project
- Initiate Rosemead Boulevard Master Plan
- Initiate Downtown Pico Rivera Master Plan
- Initiate River Revitalization Master Plan

ADMINISTRATIVE SERVICES

- Continue to implement online payments for Utility, Permit, and other payment categories
- Continue to work towards "Paperless" AP Workflows
- Implement "Paperless" Purchase Order Workflows
- Apply for the GFOA Award for Excellence in Financial Report
- Apply for the GFOA Award for Distinguished Budget Presentation
- Publish "Budget-in-Brief" brochure for print and online viewing for FY 2023-25 Budget
- Complete Cloud-based document management software upgrade
- Continue working towards developing and implementing IT policies and processes
- Continue to upgrade Wireless Infrastructure
- Continue to upgrade Storage and backup infrastructure
- Continue to upgrade City-wide Network backbone
- Continue to Upgrade Desktops/ Laptops
- Continue with Monthly IT Training

COMMUNITY AND ECONOMIC DEVELOPMENT

- General Plan Update
- Zoning Code Update
- Update the Filming Permit website for location scouting.
- Update, educate and enforce citywide signage ordinance including window signage and banners.
 Educate and enforce the screening of rooftop equipment in
- Rosemead Boulevard/Slauson Avenue Specific Plan
- Washington Blvd Transit Oriented Development (TOD) Specific
- Whittier Blvd Business Improvement District
- Citywide Design Guidelines Implementation of the Mobile Home Rent Stabilization
- Implementation of the Vacant Lot Ordinance
- Implementation of the Flavored Tobacco Ordinance
- Whittier Narrows Dam Flood Plan
- **Emergency Operation Center Training**
- Completion of the Hazard Mitigation Plan
- Continue the disposition and acquisition of property throughout the City for redevelopment of key sites.
- Implementation of SolarApp to facilitate solar permits. Implementation of 3Di Building Permit software and Bluebeam.
- Shopping Cart Ordinance.
- Complete the utilization of CDBG Covid funds for the Small Business Grant Program.
- Section 8 Program: Increase owner participation by increasing marketing of vouchers in the City.

PUBLIC WORKS

- · Construction of the Pico Rivera Regional Bikeway Project along Mines Avenue
- Fully implement PFOA/PFAS Water Treatment System
- · Fiber Optics Implementation Phase
- Rosemead Blvd Median and Parkway Beautification Project
- Residential Resurfacing Program Overlay and Reconstruction
- Annual Signing and Striping Project
- - Citywide Sign Audit and Roadway Safety Sign **Enhancement Project**
 - Citywide Traffic Signal Enhancement Project
 - School Crossings Safety Enhancement Project
- Implement a Vehicle Replacement & Maintenance Program
- Increase Tree Pruning CycleComplete Urban Water Management Plan
- Complete Risk & Resiliency Assessment

HUMAN RESOURCES

- Develop and implement new employee policies
- Roll out Supervisory Academy
- **Update Rules and Regulations**
- Negotiate MOUs for all bargaining unions
- Update all Job Descriptions
- · Hold ten (10) Employee Trainings

PARKS AND RECREATION

Programs and Services

Facility and Programming

- Complete renovations for The PAD and The Alebrije Dog Park.
- Revise City policies and resolutions to allow for the general publics' rental of Parks and Recreation facilities and fields.
- Complete renovations for the Senior Center patio, Youth Center, Pico and Rivera Parks' Gym HVAC, and Rivera and Smith Parks' facility roofing
- Align Department operations and programs to provide long-term sustainability.
- Begin renovation and construction on Rio Hondo Park Youth Center with estimated completed date of late
- Implement Rio Hondo Park Nature Program.
- Over 15,000 meals are anticipated to be served for the Summer Food Service Program.
- Complete Pico Park Outdoor Restroom
- Renovate Senior Center Indoor Restrooms

Grants

- Continue to apply for and receive grants to enhance recreation programming.
- Identify and capitalize on opportunities to acquire and build new recreation facilities or park space.
- Work closely in partnership with management company to maintain a beautiful Golf Course.

Special Events

14 events are scheduled for each of the following Fiscal Year: 2023-24 and 2024-2025: Firework Spectacular, (2) Movies in the Park, (3) Summer Street Fests, Fiestas Patrias, Halloween Spectacular, Veterans Day Ceremony, Holiday Festival and Tree Lighting, Christmas Baskets Food Distribution, Easter Eggstravaganza, Certified Farmers Market on Wednesday nights, and Memorial Ceremony.

Aquatic Center

- Develop engineering plans for the Smith Park Aquatic Center
- Begin construction early 2025.
- Continue partnership with neighboring cities for pool access: approximately 8 Pool Days.

Media and Communications

3 Recreation Guides and 12 Profile issues

REACH

- Service eight (8) Elementary Sites: Birney Tech Academy, Durfee Elementary, Magee Academy of Arts & Sciences, North Ranchito Elementary, Rio Vista Elementary, Rivera Elementary, South Ranchito Dual Language Academy, and Valencia Academy of the Arts
- Approx. 800 students to be served.

Senior Center

Will host approximately 30 events: Afternoon dances, Music on Mines, Taco Night, Mother's Day Tea, Father's Day Celebration, Health and Fitness Day, Movie Nights, Older American Month Celebration Events, etc.

Transportation

- Dial-A-Ride: over 15,000 trips expected.
- Recreation Transit/Trips & Tours: approximately 32

Upcoming Projects to be Completed

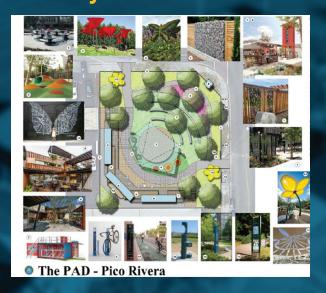
HISTORIC WHITTIER BLVD REVITALIZATION PROGRAM



PFOA/PFAS TREATMENT SYSTEMS

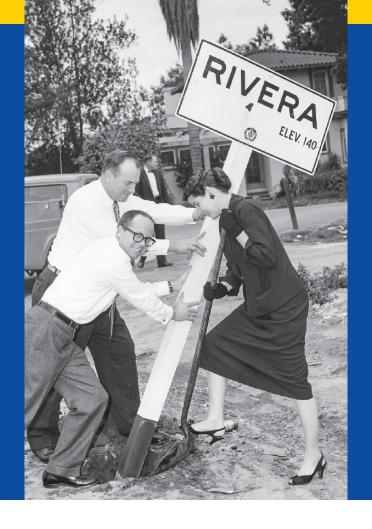


PAD PROJECT



MINES AVE. REGIONAL BIKEWAY PROJECT





History

Pico Rivera was founded in the 1870's when major railroad companies completed rail lines in the area. Newly arrived farmers planted large groves in the fertile land between Rio Hondo and San Gabriel Rivers. Eventually, the two communities, Pico and Rivera, were established and grew into a rustic agricultural setting.

During the 1950's, homes, schools, and churches developed, along with commercial/industrial enterprises. These establishments grew the communities of Pico and Rivera closer together, giving a strong sense of civic awareness. During a 1958 election, the name "Pico Rivera" was confirmed for the new city and five citizens were elected to the first City Council. Thus, Pico Rivera became the 61st city in Los Angeles County.

Facts & Figures

- ◆ Established in 1958
- ◆ City Population: 62,800 (2020 census)
- ◆ Median Household Income: \$70.620
- ◆ Median Home Price: \$677,500
- City Recreation:9 City Parks
- ◆ Land Size: 9-square miles
- ◆ Area Code/Zip Code: (562) / 90660-90662

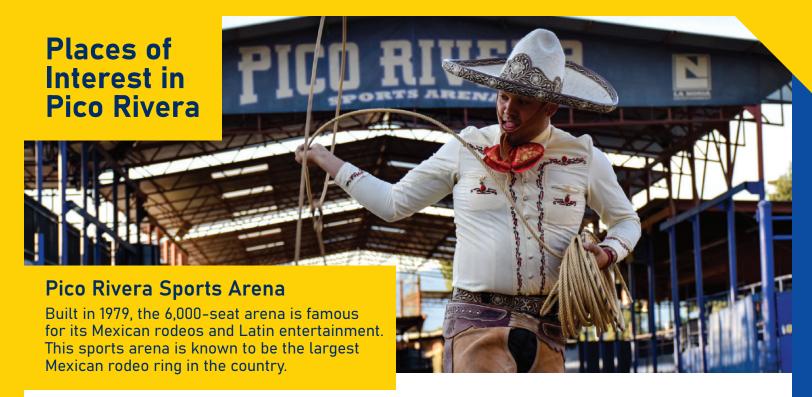


Location

The City of Pico Rivera is located in southeastern Los Angeles County. It sits approximately 11 miles southeast of downtown Los Angeles, on the eastern edge of the Los Angeles Basin, and on the southern edge of the area known as the San Gabriel Valley.

The City of Pico Rivera is bordered by the cities of Commerce, Downey, Montebello, Santa Fe Springs, and Whittier.

The ports of Long Beach and Los Angeles as well as the Los Angeles International Airport (LAX) are close in proximity to Pico Rivera.



Pio Pico California State Park

The City's five acre park encompasses historic gardens and the beautiful restored adobe home of Pio Pico, one of California's most remarkable historical figures. Volunteers keep this amazing heritage alive by preserving and protecting it with learning opportunities and service projects.





Pico Rivera Historical & Heritage Museum

Our Historical Museum is housed in an original train depot from 1887. It offers visitors a look at Pico Rivera's colorful past through a variety of photographs, documents, and historical objects.



Paseo Del Rio

The Paseo del Rio at the Rio Hondo Coastal Basins Spreading Grounds consists of a bike and pedestrian trail around the perimeter of the grounds, iron fencing, landscaping, and a rest area.

Education

The Pico Rivera community is proud of its educational system. Elementary and High School students living in the city are served by the El Rancho Unified School District and the Montebello Unified School District. There are also two parochial schools (grade 1-8) and one private school (K-12) in town.

Pico Rivera proudly offers residents:

- 8 Elementary Schools
- 3 Middle Schools
- 3 High Schools
- 1 Pre-Kinder-12 and Adult Programs

In addition, there are nearby community colleges and universities that provide higher education including Rio Hondo College, Cerritos College, Cal State Los Angeles, Cal State Long Beach, and Cal Poly Pomona.



City Government

City of Pico Rivera Profile

General Law City

The City of Pico Rivera is a general law city and operates under the Council-Manager form of government whereby the City Council provides policy direction to a City Manager appointed by the Council. As the City's Chief administrator, the City Manager is responsible for overseeing City employees who implement all of the City's programs, services and projects. Five City Council members are elected, at large, for staggered four-year terms. The council members select two of the members to serve as Mayor and Mayor Pro Tem.

Municipal Services

The City provides a full range of municipal services including public works, water, construction and maintenance of roads and highways, planning and zoning, recreation and cultural activities, and general administrative support such as overall agency management, procurement of goods and services, payroll, recruitment, risk management, budget preparation and monitoring and accounting. The City contracts some municipal services with other public agencies, these include: the Los Angeles County Sheriff's Department for law enforcement service, the Los Angeles County Fire Department for fire protection and paramedic emergency services, and the Los Angeles County Library System to operate its two community libraries.

Our Mission

"To positively impact our community by providing excellent city services, facilitating responsible stewardship of resources, and actively engaging our residents, businesses, and visitors."









CITY OF PICO RIVERA CITY HALL

6615 Passons Boulevard Pico Rivera, CA 90660 (562) 942-2000

CITY OF PICO RIVERA - PUBLIC WORKS DEPARTMENT

6615 Passons Boulevard Pico Rivera, CA 90660 (562) 801-4421

CITY OF PICO RIVERA - PARKS & RECREATION DEPARTMENT

6767 Passons Boulevard Pico Rivera, CA 90660 (562) 801-4430

Hours of Operation: 7:30 a.m. - 5:00 p.m. Monday through Thursday, closed Fridays, weekends, and federal holidays.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT PICO RIVERA STATION

6631 Passons Blvd.
Pico Rivera, CA 90660
(562) 949-2421
PicoRiveraWebSite@lasd.org



City of Pico RIvera 6615 Passons Blvd. Pico Rivera, CA 90660 www.pico-rivera.org









Rolled Over PO FYE 2022-23 Enclosure 3

PO No.	GL Account #	DEPARTMENT	VENDOR	DESCRIPTION	PO Amount	Encumbered Amount
2022-339	100.15.1500-54500	Administration	Flock Safety	Installation of Flock Safety/License Plate Rater	99,000	15,665
2022-404	100.11.1110-54500	Administration	Local Government Commission	Program Management Support	82,257	55,131
2023-044	100.11.1110-54400	Administration	Milagro Media Strategies	Public & Media Relations	25,000	3,926
2023-081	100.15.1500-54500	Administration	LA County Sheriffs Department	Contract City Law Enforcement Services FY 2022-23	12,302,319	200,000
2023-257	100.11.1110-54500	Administration	Moore lacofano & Goltsman Inc	Historic Whittier Blvd Multi- Modal and Specific Plan	310,624	211,825
2023-289	100.11.1110-54500	Administration	Actum Ca Opco, LLC	Advocacy support related to the Whittier Narrows Dam	84,000	84,000
2023-313	105.60.6005-54500	Administration	ATI Restoration, LLC.	Emergency Agreement related to the Golf Course Fire	336,888	13,185
2023-315	100.15.1500-54500	Administration	PM Law Enforcement Services, LLC	Public Safety Coordinator	50,000	30,000
2023-326	100.90.9000-54700	Administration	Zencity Technologies US, Inc.	Digital Platform for community engagement	9,000	4,500
2023-356	100.11.1110-54500	Administration	Ollin Strategies	Consulting Services Government Relations Consultant	60,000	30,000
2023-408	100.11.1111-54500	Administration	Cascadia Consulting Services	Technical expertise for the development of a Climate Action Plan	149,935	149,935
2023-390	100.12.1200-54500	City Clerk	Gladwell Governmental Services	Record Retention Schedule update 2023	4,900	4,900
2022-313	100.30.3020-54400	Community Development	Terra Realty Advisors Inc	Outdoor Advertising Digital Billboard Signs	27,750	16,799
2023-005	100.30.4020-54500	Community Development	Willdan Engineering	Building and Safety Services	180,000	23,121
2023-208	100.30.3010-54400	Community Development	Dudek	Professional Services for City-wide Design Standard & Guidelines	3,301	
2023-137	100.30.3020-54400	Community Development	New City America	Investigate and form a Property-Based Improvement District	98,000	50,000
2023-181	100.30.3020-54400	Community Development	3Di, Inc	Engage Permit Solution-Online Permitting Service	168,500	120,000
2023-226	100.30.3020-54400	Community Development	D/AQ Corporation dba Daum Com. Real Estate Service		45,000	45,000
2023-229	100.30.3010-54500	Community Development	RSG, Inc	Implementing the mobile home rent stabilization ordinance	300.000	253,855
2023-348	100.30.3020-54400	Community Development	Bludot Technologies, Inc.	Software to create database of business, track communication,	5,940	5,940
2023-340	100.30.3020-54400	Community Development	Colliers International Greater Los Angeles Inc.	Consultant Services on vacant land to validate land price	45,000	27,000
2023-375	100.30.3020-54400	Community Development	David Hidalgo Architects, Inc.	Commercial façade enhancement	49,500	44,500
2023-303	100.20.2000-54500	Finance	Revenue & Cost Specialist, LLC	Cost Allocation & User Fee Study	30,000	6,250
2023-201	100.20.2010-54400	Finance	Urban Futures Inc	Continuing Disclosure and Post-Issuance Compliance	6,206	2,818
2023-320	100.20.6040-52805	Information Technologies	ECS Imaging	Software License Implementation Cost & User Fees	48,800	5,000
2023-160	100.80.8000-54500	Park & Recreation	Interwest Consulting Group	Electrical Charging Station Project	40,000	2,031
2023-100	100.80.8230-57300	Park & Recreation	CPACINC.COM	Apple MAC Studio, Pro Display Computer	18,585	18,585
2023-371	100.80.8000-54500	Park & Recreation	Nancy Matthews		8,000	813
2023-393		Public Works	•	FY 22-23 Consulting various grant project	•	
	100.40.4010-54500		NV5, Inc.	Tentative Parcel Map 83251 review, 10100 Beverly Blvd.	6,500	3,833 140
	100.40.4010-54500	Public Works	Interwest Consulting Group	Grading plan review for 8101 Rosemead Blvd	4,900	
2023-241	100.40.4010-54500	Public Works	Interwest Consulting Group	Burke St- Development Water Plan Check Services	4,000	780
	100.40.4010-54500	Public Works	Interwest Consulting Group	9257 Slauson- Starbucks Grading Plan Review	3,080	840
2023-340	100.40.4010-54500	Public Works	NCM Engineering Corporation	Independent review of entry road bridge over union Pacific RR	49,720	49,720
2023-351	100.40.4031-54500	Public Works	R-Doors, Inc	Door Installation	22,495	16,000
2023-368	100.40.4010-54500	Public Works	Interwest Consulting Group	Plan review for 6501 Passons Blvd. offsite improvements	6,160	4,445
2018-585	100.40.4010-54400	Public Works	TKE Engineering Inc.	Streets Bartolo Drainage Ditch	140,966	36,409
2021-234	100.40.4030-54655	Public Works	County of Los Angeles Dept of Public Works	Monitoring City traffic signals through KITS-City Req. No.268475	16,700	3,275
2021-239	100.40.4010-54500	Public Works	NV5, Inc.	Tract Map 74823 review (Burke)	2,750	451
	100.40.4010-54500	Public Works	NV5, Inc.	On Call Plan Check services for 3900 Baybar Rd	35,700	82
2023-131	100.40.4030-54655	Public Works	County of Los Angeles Dept of Public Works	Traffic Signal Maintenance for Rose Hills & SGR Pkwy	5,000	553
2023-153	100.40.4010-54500	Public Works	Interwest Consulting Group	On-call plan check services for development project	10,000	6,920
2023-164	100.40.4032-54500	Public Works	Mariposa Landscapes, Inc	Beverly Blvd. Median Landscape renovations	960,051 _	591,637
Total Fund	100 Purchase Orders I	Rolled Over at FYE 2022-23				2,139,864
	105.70.7320-54500	Public Works	Yao Engineering, Inc.	Golf course fire repair design	57,443	23,626
2023-208	180.30.3010-54400	Community Development	Dudek	Professional Services for City-wide Design Standard & Guidelines	296,699	164,580
Total Fund	100, 105, and 180 Pur	chase Orders Rolled Over at F	YE 2022-23		=	2,328,070





To: Mayor and City Council

From: City Manager

Meeting Date: February 13, 2024

Subject: FISCAL YEAR 2023-24 CITY OF PICO RIVERA MID-YEAR

BUDGET REPORT AS OF DECEMBER 31, 2023

Recommendation:

1. Receive and file the Mid-Year Budget Report ending December 31, 2023, which represents the balances and activity for the first and second quarters (July through December) of the 2023-24 fiscal year; and

 Approve Budget Adjustments amending the fiscal year (FY) 2023-24 Adopted Budget for the General Fund and Other Funds as outlined in Enclosures 1 - 3 of this report.

Fiscal Impact:

The Mid-Year Report shows current revenues and expenditures for the first six (6) months of FY 2023-24. The FY 2023-24 adopted budget anticipated that General Fund Revenues would be \$59,564,653. The recommended General Fund Budget Adjustment listed in Enclosure 1 requires an additional appropriation of \$65 in expenditures. The Other Funds Budget Adjustments listed in Enclosure 2 require additional appropriations of \$3,632,900 in revenues and \$1,932,897 in expenditures. The Capital Improvement Funds Budget Adjustments listed in Enclosure 3 require additional appropriations of \$107,305 in expenditures being requested at this time.

Background:

The City Council adopted the balanced Year-One of the FY 2023-25 Biennial Budget on June 27, 2023. This mid-year budget performance report for FY 2023-24 includes the six (6) month period beginning July 1, 2023, through December 31, 2023, and year-end projections for the remaining six (6) month period of the fiscal year, from January 1, 2024, through June 30, 2024. This report summarizes the City of Pico Rivera's (City) overall financial position for the current fiscal year and provides quarterly public reporting, with an emphasis on the General Fund. By December 31, 2023, the expectation is that most expenditure budget categories will be at 50%, although this may fluctuate based on the timing of certain receipts and expenditures/projects.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 FISCAL YEAR 2023-24 CITY OF PICO RIVERA MID-YEAR BUDGET REPORT AS OF DECEMBER 31, 2023 Page 2 of 12

However, revenues typically come in during the second half of the year, resulting in a different pattern. At the end of the third quarter (March 31, 2024), staff will conduct another review of revenues and expenditures and provide updates to the City Council.

The Mid-Year Budget Report provides an in-depth assessment of the City's revenues and expenditures during the first half of the fiscal year and provides projections of the fiscal year-end results, which serve as a critical evaluation and analysis of the financial status and performance. Moreover, it serves as a foundation for the refinement of next year's budget. The Mid-Year review allows the City to monitor its revenues and expenditures, with the intent to proactively respond to unanticipated changes and emerging trends. This comprehensive report is designed to provide stakeholders, including government officials, residents, and relevant agencies, with a transparent overview of the City's fiscal health, revenues, expenditures, and adherence to the strategic priorities of the City's goals.

Discussion:

Based on the first six (6) months of activity, the Mid-Year outlook is cautiously optimistic as the City remains in a period of uncertainty driven by inflation, increases in interest rates, and ongoing trends impacting the retail sector. The City has been continuously working to avoid negative impacts from future economic downturns, by developing and monitoring responsible and strategic budgets that provide essential services to our residents and fulfill City Council priorities. These efforts ensure the City maintains current and future financial sustainability and security. A detailed analysis highlighting the major changes will be presented in this report.

General Fund Mid-Year Review – Six Months through December 31, 2023

Revenues

General Fund revenues through the halfway point (second quarter) total \$23.45 million, or 39% of the \$60.09 million Amended Budget, compared to \$22.18 million at FY 2022-23 Mid-Year. General Fund revenues are not received evenly throughout the year, so revenue received through the second quarter is not expected to be 50% of the total budget. Staff projects that General Fund revenue will come within the amended budget for all revenue categories. See Table 1 for revenue categories and preliminary year-end projections.

The General Fund has several sources of revenue, encompassing five (5) major categories including Sales Tax, Property Tax, Utility Users Tax (UUT), Business License, and Licenses and Permits. Table 1 below shows revenues by category.

Sales Tax is the largest source of revenue for the General Fund, representing 43% of total General Fund Operating Revenue. The Sales Tax revenue increased by \$147,000, or 2%, as compared to this same period last year, primarily due to the

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 FISCAL YEAR 2023-24 CITY OF PICO RIVERA MID-YEAR BUDGET REPORT AS OF DECEMBER 31, 2023 Page 3 of 12

favorable growth in major sales tax generating groups, including Restaurants and Hotels, Business and Industry, and Building and Construction. The addition of a new building construction vendor and business-industrial firm contributed to positive results that further lifted returns. Another contributing factor is the additional payment made by a local vendor to correct previous reporting errors.

Property Tax is the second largest General Fund revenue source, representing 24% of total General Fund Operating Revenue. The Property Tax revenue increased by \$319,000, or 5%, as compared to this same period last year, primarily due to the increase in re-valued home prices upon sale. The median sale price of a detached single-family residential home in Pico Rivera from July through December 2023 was \$691,250. This represents a \$16,000 or 2.4% increase in median sale price from the same period in 2022. Growth in median home prices has strengthened due to high demand and limited properties for sale. For many surrounding cities, median prices have decreased slightly in recent months but still represent increases in sale price when compared to the prior year.

Utility Users Tax (UUT) is slightly lower by \$6,900 as compared to the same time last fiscal year, primarily due to a decrease in usage and pricing of natural gas billed charges. When comparing Utility (piped) gas prices per therm (UGT), the Bureau of Labor Statistics shows UGT went down 13% in the Los Angeles Area. Additionally, the price per gallon of gasoline decreased by 4% in 2023 compared to the same period in 2022. While this trend shows a decrease in energy pricing, it is too early to tell whether this will result in total UUT coming in below budget estimates. Staff will continue to monitor and include any new estimates in the FY 2023-24 Third Quarter Review.

Business License Tax revenue is higher at mid-year in FY 2023-24 as compared to FY 2022-23 by \$714,600 primarily due to an increase in new businesses obtaining business licenses and renewals. The voter-approved Measure AB modernized the City's BL fee structure. While this trend shows an increase compared to last year, the actual revenue has not aligned with the forecasts provided by our team of professional consultants during the revenue estimation process. The estimates provided to the City were based on a comprehensive analysis of industry-specific factors and collection and audit-related services. However, the BL revenues that have been collected through the first half of the year are not as high as originally expected. The initial assessment made by staff and our BL consultants, HdL, is that some businesses have not remitted their payments in accordance with Measure AB. Rather, they are remitting based on their past calculations.

Staff enlisted HdL not only to assist with the processing of these payments but also with the enforcement of this new measure. It is expected that as the reviews of the remittances are being done, additional assessments will be collected in the next six (6) months with more accurate fees paid. Initial estimates, however, show a likely shortfall

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 FISCAL YEAR 2023-24 CITY OF PICO RIVERA MID-YEAR BUDGET REPORT AS OF DECEMBER 31, 2023 Page 4 of 12

of \$2.1 million in the General Fund Business License Tax budget. Staff will continue to monitor this and will report more accurate estimates in the third quarter.

Licenses and Permits are coming in lower by \$139,000 in FY 2023-24 as compared to FY 2022-23 primarily due to a decrease in Plan Check fees that were higher in the previous year from two (2) significant developments. Currently, the development projects have been postponed to future dates that have not been determined. Therefore, it is too early to project accurate estimates at this time. Staff will continue to monitor this and will report in the third quarter with better estimates.

Parks and Recreation revenues are slightly higher by \$8,200 as compared to this period in FY 2022-23, primarily due to an increase in Parks and Recreation programs and services, with the most notable increases in Camps and Contract Programs. Staff will continue to monitor this and expect this category to come in within budget.

All Other Revenues are coming in lower by \$111,000 as compared to this period last fiscal year primarily due to Sales of Property, Miscellaneous Revenue, and Cost Reimbursements higher in the prior year. FY 2022-23 included one-time revenue for Sales of Property from a vacated site. Additionally, the Miscellaneous Revenue category in the prior year included the one-time recognition of unclaimed deposits and Cost Reimbursements attributed to State reimbursement receipts. The decrease has been partially offset due to favorable growth in the Interest Income and Use of Money categories from higher interest rates. Staff will continue to monitor and will report in the third quarter with better estimates.

Overall, General Fund revenues are projected to end the year at approximately \$742,000 or 1% lower than what was budgeted at the start of the fiscal year for a total FY 2023-24 revenue projection of approximately \$59,352,712. This is primarily attributed to decreased revenue in Business License Tax and Licenses and Permits, as described above and outlined in Enclosure 1. Staff will continue to monitor the revenue trends for the remainder of the fiscal year and modify the year-end estimate, if necessary, during our third-quarter review.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 FISCAL YEAR 2023-24 CITY OF PICO RIVERA MID-YEAR BUDGET REPORT AS OF DECEMBER 31, 2023 Page 5 of 12

Table 1. General Fund Revenues by Category

						\$ FY 22-23	% FY 22-23	
Revenue Source	FY 22-23 MID-YEAR ACTUALS	FY 23-24 ADOPTED	FY 23-24 AMENDED	FY 23-24 MID-YEAR ACTUALS	FY 23-24 YEAR-END PROJECTIONS	vs. FY 23-24 MID-YEAR	vs. FY 23-24 MID-YEAR	YEAR-END VARIANCE
Sales Tax	8,182,304	24,937,496	24,937,496	8,329,351	25,339,268	147,047	2%	401,772
Property Tax	6,264,929	13,906,142	13,906,142	6,584,270	13,906,142	319,340	5%	-
Utility Users Tax	1,734,924	4,178,135	4,178,135	1,727,996	4,178,135	(6,928)	(0%)	-
Franchise Tax	92,447	970,000	970,000	78,347	970,000	(14,100)	(18%)	-
Transient Occupancy Tax (TOT)	247,622	560,000	560,000	152,372	560,000	(95,250)	(63%)	-
Business License Tax	641,975	6,493,628	6,493,628	1,356,565	4,413,000	714,590	53%	(2,080,628
Parks & Recreation Fees	226,968	371,030	371,030	235,122	371,030	8,154	3%	-
Licenses & Permits	1,039,450	2,417,665	2,417,665	900,343	1,993,500	(139,106)	(15%)	(424,165
All Other Revenues*	2,910,047	3,973,460	3,973,460	2,799,296	5,334,540	(110,751)	(4%)	1,361,080
OPERATING REVENUE	21,340,666	57,807,556	57,807,556	22,163,661	57,065,615	822,995	4%	(741,941
Transfers In**	837,756	1,757,097	2,287,097	1,286,909	2,287,097	449,153	35%	_
OTAL - GENERAL FUND REVENUE	22,178,422	59,564,653	60,094,653	23,450,570	59,352,712	1,272,148	5%	(741,941

Expenditures

General Fund expenditures through the halfway point (second quarter) total \$27.64 million, or 44% of the \$63.13 million Amended Budget. Most departments had increases from the prior year primarily in Salaries and Benefits by \$473,600 due to Cost-of-Living Adjustment (COLA), merit increases, and filling vacancies in various City departments. On September 13, 2022, the City Council approved a Memorandum of Understanding (MOU) between the City of Pico Rivera and two (2) Full-time employee bargaining groups, Professional and Confidential Employee Association (CEA) and Service Employees' International Union 721 (SEIU). The approved MOU included an annual COLA salary increase of 4% in July 2021, 3% in July 2022, and an additional 3% in July 2023. FY 2023-24 is the third and final year of the MOU. The anticipated COLA increase for FY 2023-24 is approximately \$271,195 to salaries and additional employer The Maintenance and Operations costs in the General Fund departments increased by \$1.73 million as compared to this same period last year primarily due to the increase in contributions to the City's Public Employees Retirement (PERS), Contracted Services increases, and more programs/services being offered as described below.

Discussion of Departments with significant variances from the prior year are as follows:

- Administration mid-year expenditures are lower compared to the same period last year, due to a vacant position in the City Clerk division. Depending on the timing, the vacant position may remain unfilled this year, resulting in budgetary savings within this department.
- <u>Public Safety</u> Los Angeles County Sheriff's Department (LASD) is tracking higher compared to the same period last year primarily due to contract increases of

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 FISCAL YEAR 2023-24 CITY OF PICO RIVERA MID-YEAR BUDGET REPORT AS OF DECEMBER 31, 2023 Page 6 of 12

more than 8% in FY 2023-24 and the enhancement to public safety infrastructure through the purchase of the ShotSpotter Gunshot Location Services program. It is expected to come within budget by the end of the year.

- Administrative Services is higher compared to last fiscal year due to filling an existing vacant position and the BL division moved to the Administrative Services Department in the current fiscal year, resulting in more associated expenditures tracked in this department. Additionally, an expenditure correction is anticipated for the City's Business License Tax Consultant invoices, as they were being expensed upfront and will be rectified prior to the third quarter review. Other notable increases are due to the rising costs for Software Licensing and projects in the Information Technology (IT) division. It is expected to meet budget expectations by year-end.
- Community & Economic Development is tracking higher by 3% compared to the same period last year primarily due to filling employee vacancies this fiscal year. Maintenance and Operations costs are tracking higher than last year primarily attributed to a Professional Services reimbursement that occurred in the prior year. Other notable increases in various divisions such as Planning, Economic Development, and Building programs and projects currently in progress include the online Permitting Software, Mobile home Ordinance, and Land Use Plan. It is expected to meet budget expectations by the end of the fiscal year.
- Non-Departmental expenditures are higher compared to this same period last year primarily due to an annual contract rate increase including the increase of \$138,000 in contributions towards the City's Unfunded Actuarial Liability (UAL) obligations for FY 2023-24 compared to the last fiscal year. Other notable increases are due to the General Liability increase of \$121,000 and the Animal Control contract increase of 172,000. It is expected to meet budget expectations by the end of the fiscal year.
- Human Resources expenditures are higher in the Salaries and Benefits category
 due to the filling of the vacant Director position in late 2022. The Maintenance
 and Operations costs are slightly higher due to investigative services. It is
 expected to come within budget at year-end.
- Parks & Recreation has increased expenditures as compared to last fiscal due to more programs/services being offered and the rising costs of Special Events. The increase in Salaries and Benefits is primarily due to the filling of two (2) Manager positions, COLA increases, and hourly salaries. The Maintenance and Operations increases are primarily due to Special Events such as the Fireworks Spectacular, three (3) Summer Street Fests, two (2) Movies in the Park, Fiestas Patrias, Spooktacular, Veteran's Day Event, and Holiday Tree Lighting Event, along with Contracted Services costs for additional programming and services

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 FISCAL YEAR 2023-24 CITY OF PICO RIVERA MID-YEAR BUDGET REPORT AS OF DECEMBER 31, 2023 Page 7 of 12

being offered such as the Veterans Resource Center, Senior Services, Youth Sports, and Teen Services. Although as compared to last fiscal year, the Parks & Recreation department expenditures have increased, they are expected to meet budget expectations by the end of the year.

- Public Works is tracking higher compared to this same period last fiscal year primarily due to COLA increases, hourly salaries, and overtime costs. The Maintenance and Operations costs increase is attributed to rising costs for supplies and services such as Contracted Services and Professional Services for street sweeping, tree trimming services, landscaping maintenance, graffiti abatement services, engineering professional services, Heating, Ventilation, and Air Conditioning (HVAC) services, and Janitorial services. Another notable increase was due to the HVAC replacement at Rivera Park in July 2023, costing approximately \$190,000. It is expected to come within budget by the end of the year.
- Operating Transfers Out includes the \$1.065 million Sales Tax Pledge from the General Fund to the Successor Agency (Fund 851).
- Non-Operating Transfers Out are lower compared to this same period last fiscal year primarily due to the one-time transfer of \$2.98 million to support Community and Economic Development Strategic Projects and General Fund Capital Improvement Projects (CIP) in FY 2022-23. In FY 2023-24 the CIP transfers of \$914,000 include projects such as the Median and Parkway Beautification project, Teen Center project, Smith Park Aquatic Center, and the Senior Center Restrooms and ADA Improvement project.

Table 2 on the following page shows expenditures by Department.

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CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 FISCAL YEAR 2023-24 CITY OF PICO RIVERA MID-YEAR BUDGET REPORT AS OF DECEMBER 31, 2023 Page 8 of 12

Table 2. General Fund Expenditures by Department

						\$	%		
						FY 22-23	FY 22-23		
	FY 22-23			FY 23-24	FY 23-24	vs. FY 23-24	vs. FY 23-24	Percentage	
	MID-YEAR	FY 23-24	FY 23-24	MID-YEAR	YEAR-END	MID-YEAR	MID-YEAR	of Budget	YEAR-END
DEPARTMENT / EXPENDITURE CATEGORY	ACTUALS	ADOPTED	AMENDED	ACTUALS	PROJECTIONS	ACTUALS	ACTUALS	Used	VARIANCE
	710107120	,	,	,1010,20	1110020110110	710.07.20	710 1 07120	0000	7,00,000
ADMINISTRATION									
Salaries & Benefits	890,765	1,656,809	1,656,809	830,320	1,556,809	(60,445)	(7%)		
Maintenance & Operations	305,718	747,174	1,306,886	336,475	1,216,656	30,757	10%		
TOTAL ADMINISTRATION	1,196,483	2,403,983	2,963,695	1,166,795	2,773,465	(29,688)	(2%)	39%	(190,230)
Public Safety	6,417,158	13,964,004	14,299,669	6,732,192	14,299,669	315,034	5%	47%	-
ADMINISTRATIVE SERVICES									
Salaries & Benefits	860,902	2,371,763	2,371,763	906,960	2,171,763	46,059	5%		
Maintenance & Operations	405,537	1,013,613	1,027,681	555,264	1,027,681	149,727	37%		
TOTAL ADMINISTRATIVE SERVICES	1,266,439	3,385,376	3,399,444	1,462,225	3,199,444	195,786	15%	43%	(200,000)
COMMUNITY & ECONOMIC DEVELOPMENT									
Salaries & Benefits	1,765,506	4,067,240	4,067,240	1,797,994	3,847,240	32,488	2%		
Maintenance & Operations	312,960	3,217,901	3,853,716	479,693	2,539,970	166,733	53%		
TOTAL COMMUNITY & ECONOMIC DEVELOPMENT	2,078,466	7,285,141	7,920,956	2,277,687	6,387,210	199,221	10%	29%	(1,533,746
Non-Departmental	4,699,499	6,573,052	6,577,552	5,105,364	6,577,552	405,864	9%	78%	-
HUMAN RESOURCES									
Salaries & Benefits	276,583	799,375	821,375	419,431	821,375	142,848	52%		
Maintenance & Operations	168,814	434,137	412,137	172,126	359,788	3,312	2%		
TOTAL HUMAN RESOURCES	445,397	1,233,512	1,233,512	591,557	1,181,163	146,161	33%	48%	(52,349)
PARKS & RECREATION									
Salaries & Benefits	2,251,594	5,807,354	5,807,354	2,504,647	5,757,354	253,053	11%		
Maintenance & Operations	617,531	1,837,550	1,863,279	687,606	1,747,285	70,075	11%		
TOTAL PARKS & RECREATION	2,869,124	7,644,904	7,670,633	3,192,253	7,504,639	323,128	11%	42%	(165,994
PUBLIC WORKS									
Salaries & Benefits	2,490,573	5,406,534	5,406,534	2,550,213	5,156,534	59,640	2%		
Maintenance & Operations	1,995,258	5,491,644	6,569,950	2,583,606	5,436,454	588,348	29%		// 000 :
TOTAL PUBIC WORKS	4,485,831	10,898,178	11,976,484	5,133,819	10,592,988	647,988	14%	43%	(1,383,496)
GENERAL FUND OPERATING EXPENDITURES	23,458,397	53,388,150	56,041,945	25,661,891	52,516,130	2,203,495	9%	46%	(3,525,815
TOTAL Salaries & Benefits	8,535,922	20,109,075	20,131,075	9,009,565	19,311,075	473,643	6%		
TOTAL Maintenance & Operations	14,922,475	33,279,075	35,910,870	16,652,326	33,205,055	1,729,852	12%		
•	23,458,397	53,388,150	56,041,945	25,661,891	52,516,130	2,203,495	9%	46%	(3,525,815
Operating - Transfers Out	1,065,000	1,065,000	1,065,000	1,065,000	1,065,005	_	0%		
Non-Operating - Transfers Out	2,982,695	5,111,503	6,025,469	913,966	6,025,464	(2,068,729)	-69%		
TOTAL - GENERAL FUND EXPENDITURES	27,506,092	59,564,653	63,132,414	27,640,857	59,606,599	134,766	0%	44%	(3,525,815

General Fund Citywide

At the end of the second quarter or halfway point, expenditures exceed revenues due to upfront expenditures such as the Sales Tax Pledge transferred to the Successor Agency, the CalPERS UAL payment, funding General Fund Capital Improvement Projects, COLA increases, and Contracted Services. The mid-year report is developed using six (6) months of actual (unaudited) activity for FY 2023-24. An update will be provided in the FY 2023-24 third-quarter budget results. Except for the identified variances, expenditures, and revenues are tracking as expected. Table 3 below summarizes the total General Fund revenues and expenditures citywide.

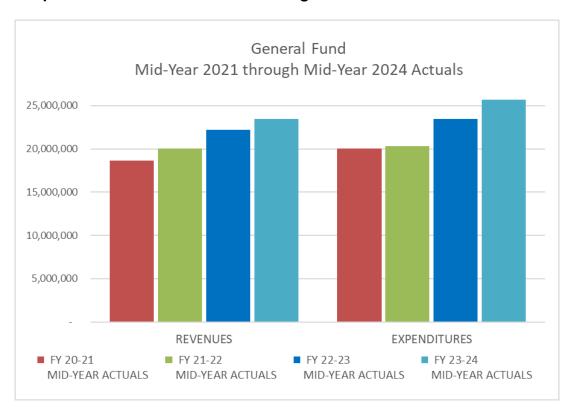
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Table 3. General Fund Revenues and Expenditures Citywide Totals

		FY 22-23 MID-YEAR		FY 23-24	FY 23-24	FY 23-24 MID-YEAR	FY 23-24 YEAR-END	\$ FY 22-23 vs. FY 23-24 WID-YEAR	FY 22 vs. FY 23 MID-YI	-23 -24	EAR-END
		ACTUALS		ADOPTED	AMENDED	ACTUALS	ROJECTIONS	ACTUALS	ACTU		ARIANCE
REVENUE*	\$	22,178,422	\$	59,564,653	\$ 60,094,653	\$ 23,450,570	\$ 59,352,712	\$ 1,272,148		5%	\$ (741,941)
EXPENDITURES**		23,458,397		53,388,150	56,041,945	25,661,891	52,516,130	2,203,494		9%	(3,525,815)
SUBTOTAL		(1,279,975)		6,176,503	4,052,708	(2,211,321)	6,836,582	(931,346)		42%	2,783,874
OPERATING TRANSFERS OUT		1,065,000		1,065,000	1,065,000	1,065,000	1,065,000	-		0%	-
NON-OPERATING TRANSFERS OUT (ONE-TIME)		2,982,695		5,111,503	6,025,469	913,966	6,025,469	(2,068,729)		(226%)	-
SURPLUS / (DEFICIT)	\$	(5,327,670)	\$	-	\$ (3,037,761)	\$ (4,190,287)	\$ (253,887)	\$ 1,137,383		(27%)	\$ 2,783,874
				59,564,653	•	•		•			
*Includes Non-Operating Transfers In (Gas Tax and II **Includes Vacancy Savings	nter	governmental	Tra	nsfers)							

The Administrative Services Department conducted a four (4) year comparison of the mid-year of FY 2020-21 through mid-year of FY 2023-24 in Graph 1. The mid-year of FY 2020-21 shows revenues and expenditures during the pandemic that are considered under unusual or modified operations and impacted the budget with unexpected expenses. The mid-year of FY 2021-22 is the reduced impact of the pandemic and allowing operations to align more closely with pre-pandemic budgets. FY 2022-23 shows the continued recovery from the pandemic with early signs of inflation impacting expenditures. FY 2023-24 mid-year shows the greater impact of inflation and increasing interest rates for both revenues and expenditures.

Graph 1. Mid-Year 2020 Actuals through Mid-Year 2024 Actuals



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General Fund Budget Adjustments (Enclosure 1):

On April 12, 2022, the City Council approved the development of a Climate Action Plan (CAP) which is a comprehensive roadmap-serving as a masterplan that helps cities reduce greenhouse gas (GHG) emissions. The City's CAP is aimed at identifying measurable actions the City can implement to achieve. On June 27, 2023, the City Council approved an agreement with Cascadia Consulting Group, Inc. to develop Phase I and Phase II of the CAP. Staff is recommending a budget adjustment of \$65 as outlined in Enclosure 1 for the General Fund to fully fund Phase II of the CAP.

Other Funds Budget Adjustments (Enclosure 2):

In reviewing the City's Other Funds, staff identified the need for budget adjustments as outlined in Enclosure 2 in the Pico Rivera Innovate Municipal Energy (Fund 560) and Measure R (Fund 207) funds. Staff is recommending a budget adjustment of \$3,632,900 in Fund 560 revenues to account for the rate increases that became effective September 1, 2023, and \$1,892,897 in Fund 560 expenditures for the increase of purchased power and Resource Adequacy for a total of (\$1,740,003) for the remainder of the fiscal year as detailed in Enclosure 2. The expenditure adjustment for Fund 207 includes an increase of \$40,000 due to anticipated project costs and an increase in costs and services, as outlined in Enclosure 2.

Capital Improvement Funds Budget Adjustments (Enclosure 3):

The City has a five-year capital improvement program (CIP) that includes improvements for streets, bridges, and roadways, parks and open spaces, stormwater quality, water production, treatment and delivery, sanitary sewer, City buildings, and other large-scale capital projects. These projects are reviewed as part of the FY 2023-24 Mid-Year Budget Review. Upon analysis, various capital improvement projects require minimal mid-year adjustments to expenditures totaling \$107,305 as outlined in Enclosure 3.

Enterprise Funds

The City has four (4) Enterprise Funds – Water Authority, PRIME, Golf Course, and Sports Arena. Collectively, these are all separate funds where the City charges a fee to customers to cover all or most of the costs of services it provides. These funds are reviewed as part of the FY 2023-24 Mid-Year Budget Review. The total Enterprise Funds summary of revenues and expenses as of December 31, 2023, on Table 4 on the next page.

Water Operations Enterprise Fund

The FY 2023-24 Water Fund revenues include the implementation of the water rate increases of 10% that was adopted by the City Council on April 27, 2021, for five (5) consecutive years. FY 2023-24 Mid-Year revenues are tracking higher than expenses by approximately \$2.95 million. This is mainly attributed to revenues being collected monthly and the expectation that over half of the budgeted expenses will occur in the second half of the fiscal year, coinciding with the anticipated completion of the ongoing

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 13, 2024 FISCAL YEAR 2023-24 CITY OF PICO RIVERA MID-YEAR BUDGET REPORT AS OF DECEMBER 31, 2023 Page 11 of 12

Water Treatment System. Staff will continue to monitor and reevaluate for the rest of the fiscal year.

Pico Rivera Innovative Municipal Energy (PRIME) Fund

The PRIME Fund includes revenues and expenses for the purchase and sale of "greener" energy for consumers. FY 2023-24 Mid-Year revenues are tracking higher than expenses by approximately \$6.24 million. This is primarily due to the implementation of the rate increase approved by the City Council in February 2023. These rate adjustments have generated sufficient revenue to support PRIME's operations, maintain approved reserves according to PRIME's adopted policies, and facilitate the purchase of future energy at competitive prices. The budgeted expenses are anticipated to be spent in the second half of the fiscal year for sustainability programs and projects. Staff expect to meet the budget by year-end.

Golf Course Fund

The Pico Rivera Golf Course experienced a slight increase in golf play, in particular Green Fees and Driving Range Fees. The Golf Course expenses have increased due to the rising costs for building and ground maintenance materials and services, along with the increase in contract management fees. Additionally, in FY 2023-24, the City procured some new equipment to ensure smooth operation of the fully open Golf Course. Staff will continue to monitor and reevaluate for the rest of the fiscal year.

Sports Arena Fund

The Sports Arena has resumed operations to pre-pandemic levels for rentals and events, increasing revenues and expenses as more events were held in the outdoor venue. Staff will continue to monitor and reevaluate for the rest of the fiscal year.

Table 4. Summary Enterprise Funds Budgets

	Water 0	Operations	PRIME			Golf Course	Sports Arena		
Revenue	\$	6,788,706	\$	14,703,873	\$	462,326	\$	168,371	
Expense	\$	3,833,426	\$	8,465,429	\$	759,131	\$	122,187	
SURPLUS / (DEFICIT)	\$	2,955,279	\$	6,238,444	\$	(296,804)	\$	46,185	

Conclusion:

This Mid-Year (second quarter) Report presents an overview of the City's operating revenues and expenditures for the mid-year ending December 31, 2023, compared to the previous year. Mid-Year operating expenditures are in line with the current budget at 44%. The projected year-end General Fund revenues are on target compared to the budget and are projected to come in within budget by the end of FY 2023-24. The financial results from the prior fiscal year, combined with the FY 2023-24 mid-year data, confirm the City's goal of continuing to remain on the path to structural balance through fiscal discipline which is a fundamental component of financial reporting. Departments

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continue to work to reduce impacts to the General Fund and understand their financial pressures and should be commended for their efforts. Staff will continue to monitor each revenue source and expenditure activity closely and will evaluate opportunities to

enhance revenues and reduce expenditures.

Steve Carmona

SC:AG:MP:DS:ep

Enclosures: 1) FY 2023-24 Mid-Year General Fund Budget Adjustment Worksheet

2) FY 2023-24 Mid-Year Other Funds Budget Adjustment Worksheet

3) FY 2023-24 Mid-Year Capital Improvement Funds Budget Adjustment Worksheet

CITY OF PICO RIVERA								
Fiscal Year 2023-24 Mid-Year B	udget A	Adjus	tme	nts				
ENCLOSURE 1 - General Fund	-	-						
February 13, 2024								
GENERAL FUND	Decr	ease		Increase	New propriation Request	Net Inci		Notes
REVENUE	200.	-				(=		
	\$	-	\$	-	\$ -	\$	-	
EXPENDITURE								
Administration - Sustainability								
100.11.1111-54500	\$	-	\$	65	\$ -	\$	65	Fund remaining amount of Phase II of the Climate Action Plan.
EXPENDITURE ADJUSTMENTS	\$		\$	65	\$	\$	65	
REVENUE ADJUSTMENTS	\$	-	\$	-	\$ -	\$	-	
NET AD HISTMENTS INCREASE//		CE/				•	65	

CITY OF PICO RIVERA

Fiscal Year 2023-24 Mid-Year Budget Adjustments ENCLOSURE 2 - Other Funds - No General Fund

February 13, 2024

1 ebitaly 13, 2024							
OTHER FUNDS - NO GENERAL FUND	Dec	rease		Increase	 New propriation Request	et Increase /	Notes
REVENUE					<u> </u>	, ,	
PICO RIVERA INNOVATIVE MU	NICIPAL	L ENER	GY (PRIME)			
560.00.0000-47750	\$	-	\$	3,594,817	\$ -	\$ 3,594,817	Increase for Collection rates effective September 1, 2023
560.00.0000-47751	\$	-	\$	38,083	\$ -	\$ 38,083	Increase for PRIME Future rates effective September 1, 2023
EXPENDITURE							
MEASURE R							
207.40.4010-54500	\$	-	\$	20,000	\$ -	\$ 20,000	Increase in as-needed traffic engineering services due to increase in volume of traffic studies and permit reviews New funds requested to provide guardrails replacement Citywide. Funds will be used to
207.40.4030-54650	\$	_	\$	20,000	\$ -	\$ 20,000	replace the signage, keep inventory as needed throughout the year, and installation
PRIME							
560.16.1635-54275	\$	-	\$	1,496,221	\$ -	\$ 1,496,221	Increase for purchased power.
560.16.1635-54277	\$	-	\$	396,676	\$ -	\$ 396,676	Increase for resource adequacy purchase.
EXPENDITURE ADJUSTMENTS	\$	-	\$	1,932,897	\$ -	\$ 1,932,897	
REVENUE ADJUSTMENTS	\$	-	\$	3,632,900	\$ -	\$ 3,632,900	
NET ADJUSTMENTS INCREASE/(DECRE	ASE)				\$ (1,700,003)	

CITY OF PICO RIVERA

Fiscal Year 2023-24 Mid-Year Budget Adjustments ENCLOSURE 3 - CIP Other Funds - No General Fund February 13, 2024

CAPITAL IMPROVEMENT - NO GF	Dec	rease	li	ncrease	New propriation Request	et Increase / Decrease)	Notes
REVENUE							
	\$	-	\$	-	\$ -	\$ -	
EXPENDITURE							
SENATE BILL 1 (SB1)							
202.70.7300-54500-50048	\$	-	\$	-	\$ 7,206	\$ 7,206	SB1 - Fund 202 add \$7,206 to fund the final processing and cover the total costs for construction. SB1 - Fund 202 add \$99 to complete the project and cover the total costs for construction.
202.70.7300-54500-50067	\$	-	\$	-	\$ 99	\$ 99	Project: Residential Resurfacing Program - Slurry & Cape Seal
MEASURE R							
207.70.7300-54500-50081	\$	-	\$	-	\$ 100,000	\$ 100,000	Meas R - Fund 207 add \$100,000 to fund additional major arterial segments this fiscal year due to fading. Project: Annual Signing and Striping
EXPENDITURE ADJUSTMENTS	\$	-	\$	-	\$ 107,305	\$ 107,305	
REVENUE ADJUSTMENTS	\$	•	\$	-	\$ -	\$ -	
NET ADJUSTMENTS INCREASE/(DECRE	ASE)				\$ 107,305	-

GOOD OF THE ORDER

COUNCIL MEETING DATE	COUNCIL MEMBER	REQUEST	DETAIL	DIRECTOR(S)	ACTION TAKEN: Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action	ITFM	ACTION ITEM DATE	STATUS: Complete; Pending; On-going; In-Progress
2/14/2023	Garcia/Sanchez	Establishing Safe Spaces for kids	Take to City Council	P. Yugar	TBD	2/14/2023	8/8/2023	In-Progress
11/14/2023	Lara/Lutz	MHKO Ordinance	Take to City Council	A. Betancourt				In-Progress
1/23/2024	Lara/Garcia	Drone Technology Report	Take to City Council	S. Carmona				In-Progress