



Tuesday, October 10, 2023

**ROLL CALL:**

Mayor/Chairman/President:

Erik Lutz

Mayor Pro Tempore/Vice Chairman/Vice President:

Andrew C. Lara

Councilmembers/Directors/Commissioners:

Gustavo V. Camacho

John R. Garcia

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)

**Regular Meeting 6:00 p.m.**

**Council Chamber**

6615 Passons Boulevard

Next Resolution No. 7299

Next Ordinance No. 1177

Next Agreement No. 23-2243

**Successor Agency to PRRA**

Next Resolution No. SA-23-28

Next Ordinance No. SA-01

Next Agreement No. S23-006

**Housing Assistance Agency**

Next Resolution No. HA-108

Next Ordinance No. HA-16

**Water Authority**

Next Resolution No. 23-37

Next Ordinance No. 23-01

Next Agreement No. 23-76

**Public Financing Authority**

Next Resolution No. PFA-23-13

**COMMISSIONERS SCHEDULED TO BE PRESENT:**

Aric Martinez, Planning Commission

Gil Perez, Veterans Commission

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**SPECIAL PRESENTATION(S):**

- Proclamation – Code Enforcement Officer Appreciation week

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

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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 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:

**1. Minutes:**

- City Council regular meeting September 26, 2023

**Recommendation:** Approve

**2. 5<sup>th</sup> Warrant Register of the 2023-2024 Fiscal Year. (700)**

Check Numbers: 292740-292838

Special Check Numbers: None

**Recommendation:** Approve

**3. Caltrans Grant Award for the Rosemead/Lakewood Boulevard Complete Corridor Project. (700)**

**Recommendation:**

1. Approve a resolution authorizing the execution of agreements with the California Department of Transportation;
2. Accept the Grant Award in the amount of \$585,334 from the Caltrans Sustainable Transportation Planning Grant Program for the Rosemead/Lakewood Boulevard Complete Corridor Project – Vision Master Plan;
3. Amend the fiscal year (FY) 2023-2024 budget by transferring \$30,000 in Landscaping and Lighting District (LLD) (Fund 230) to the General Fund (Fund 100) and then transfer from the General Fund to the Capital Improvement Program Fund (CIP Fund 400). The City intends to utilize

eligible resources in the LLD fund to address the needs of this critical capital project; and

4. Amend the FY 2023-24 budget by appropriating \$585,334 in Account No. 699.70.7300-54500-CIP.30059 and \$30,000 in Account No. 400.70.7300-54500-CIP.30059.

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR ROSEMEAD/LAKEWOOD BOULEVARD COMPLETE CORRIDOR PROJECT – VISION MASTER PLAN

**4. Contributions to Community Organizations. (700)**

**Recommendation:**

1. Authorize the City Manager to make contributions to not-for-profit community organizations that provide services that support the City's strategic priorities for an amount not-to-exceed \$5,000 annually.

**5. Amendment No. 1 to Maintenance Services Agreement with Seacliff Mechanical Services for the Rivera Park Banquet Room Emergency Replacement of Heating, Ventilation, and Air Conditioning (HVAC) Unit(s). (500)**

**Recommendation:**

1. Approve Amendment No. 1 to Maintenance Services Agreement No. 23-2225 with Seacliff Mechanical Services, to amend the contract in the amount of \$12,143 for an amount not-to-exceed \$187,201 for the HVAC replacement at 9530 Shade Lane, Rivera Park Banquet Room, which was previously constituted an emergency; and
2. Authorize the City Manager to execute Amendment No. 1 to Maintenance Services Agreement No. 23-2225 in a form approved by the City Attorney.

Agreement No. 23-2225-1

**6. Amendment No. 3 to Maintenance Services Agreement with General Building Management Company for Janitorial Services. (500)**

**Recommendation:**

1. Approve Amendment No. 3 to Maintenance Services Agreement No. 19-1915 with General Building Management Company, amending the contract to an amount not-to-exceed \$105,346 and exercising the second one-year optional extension for janitorial services extending the term October 22, 2024; and
2. Authorize the City Manager to execute Amendment No. 3 to Maintenance Services Agreement No. 19-1915 in a form approved by the City Attorney.

Agreement No. 19-1915-3

**7. Pico Rivera – Major Corridors Median and Parkway Beautification Project No. 50075, CCL-5351(041) – Award of Contract. (500)**

**Recommendation:**

1. Approve the plans and specifications for the Pico Rivera – Major Corridors Median and Parkway Beautification Project No. 50075, CCL-5351(041);
2. Award a construction contract for a not-to-exceed amount of \$6,606,822 to Urban Habitat for the Pico Rivera – Major Corridors Median and Parkway Beautification Project No. 50075, CCL-5351(041) and execute the contract in a form approved by the City Attorney;
3. Authorize the City Manager to process change orders, as needed, in an amount not-to-exceed \$650,000 (approximately 10% of the total contract amount) for construction contingency;
4. Appropriate \$100,000 from Prop A (Fund 205) to Account No. 205.70.7300.54500-50075;
5. Appropriate \$200,000 from Prop C (Fund 206) to Account No. 206.70.7300.54500-50075;
6. Transfer \$455,000 from Prop C Funds (Fund 206) from Account No. 206.70.7300.54500-50076 to Account No. No. 206.70.7300.54500-50075;
7. Appropriate \$500,000 from Measure R (Fund 207) to Account No. 207.70.7300.54500-50075;
8. Appropriate \$100,000 from Measure W (Fund 209) to Account No. 209.70.7300.54500-50075;
9. Transfer \$500,000 from the Lighting and Landscape District (Fund 230) to the General Fund (Fund 100) and then transfer from the General Fund to the CIP Fund (Fund 400), and finally appropriate to Account No. 400.70.7300.54500-50075. The City intends to utilize this fund to address the needs of this critical CIP; and
10. 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. \_\_\_\_\_

**8. Rosemead Boulevard Median and Parkway Beautification Project No. 50076, CCL-5351(042) – Award of Contract. (500)**

**Recommendation:**

1. Approve the plans and specifications for the Rosemead Boulevard Median and Parkway Beautification Project No. 50076; CCL-5351(042);
2. Award a construction contract for a not-to-exceed amount of \$4,025,413 to Urban Habitat for the Rosemead Boulevard Median and Parkway Beautification Project No. 50076, CCL-5351(042) and execute the contract in a form approved by the City Attorney;
3. Authorize the City Manager to process change orders, as needed, in an amount not-to-exceed \$550,000 (approximately 13% of the total contract amount) for construction contingency;
4. Amend the fiscal year (FY) 2023-24 adopted budget by appropriating \$155,000 from Prop A (Fund 205) to Account No. 205.70.7300.54500-50076;
5. Amend the FY 2023-24 adopted budget by appropriating \$200,000 in Measure W (Fund 209) to Account No. 209.70.7300.54500-50076; and



6. 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. \_\_\_\_\_

**9. Award Construction Contract to MBC Enterprise, Inc. – Teen Center Renovation Project (CIP No. 50100). (500)**

**Recommendation:**

1. Award a construction contract for a not-to-exceed amount of \$799,115 to MBC Enterprises, Inc. for the Teen Center Renovation Project, CIP No. 50100; and authorize the City Manager to execute the contract in a form approved by the City Attorney;
2. Authorize the City Manager or his Designee to process change orders in an amount not-to-exceed 10% of the total project amount, as needed, up to \$79,912 for construction contingencies;
3. Authorize the transfer of \$200,000 from the General Fund designated balance for the Teen Center Project to the Capital Improvement Program (CIP) Fund and the appropriation of \$200,000 to the Teen Center Renovation Construction Project;
4. Authorize the transfer of \$242,088 from the Teen Center Renovation Design Project to the Teen Center Renovation Construction Project;
5. Approve an amendment to fiscal year 2023-24 Annual Action Plan in the amount of \$28,211 from the Teen Center Renovation Design Project for a total of \$348,812 of Community Development Block Grant funds allocated for the Teen Center Renovation Construction Project; and
6. Authorize the transfer of \$161,789 from the General Fund designated fund balance of \$6,000,000 for the Smith Park Aquatic Center to the CIP Fund and the appropriation of \$161,789 to the Teen Center Renovation Construction Project.

Agreement No. \_\_\_\_\_

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION**

**REGULAR AGENDA:** None

**CITY MANAGER/STAFF REPORTS**

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

**CLOSED SESSION:** None

**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](http://www.pico-rivera.org), Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 5<sup>th</sup>, day of October 2023.

Dated this 5<sup>th</sup>, day of October 2023.



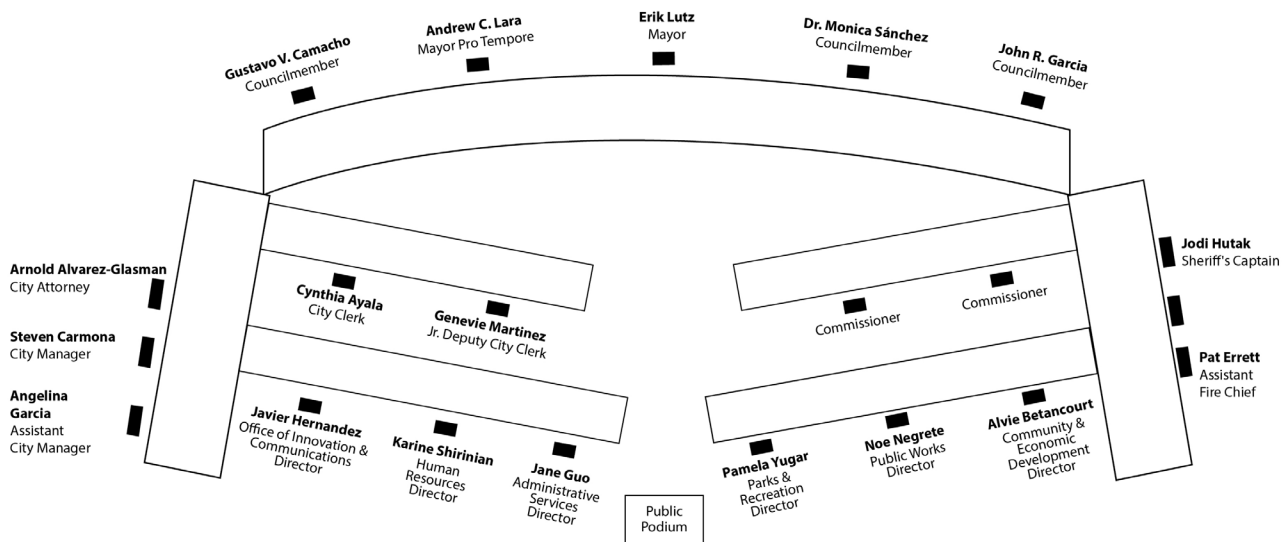
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Cynthia Ayala, CMC  
City Clerk

### **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 **maximum of three minutes**. 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).**



Tuesday, September 26, 2023

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

Mayor Lutz called the regular meeting to order at 6:02 p.m. on behalf of the City Council.

**PRESENT:** Camacho, Garcia, Lara, Sanchez, Lutz

**ABSENT:** None

\*Councilmember Dr. Sanchez arrived at 6:21 p.m.

**COMMISSIONERS PRESENT:**

- Kimberly Garcia, Parks & Recreation Commission
- Gil Perez, Veterans Commission

**INVOCATION:** Delivered by Commissioner Perez

**PLEDGE OF ALLEGIANCE:** Led by Commissioner Garcia

**SPECIAL PRESENTATION(S):**

- Rio Hondo College Presentation

Rio Hondo College President Dr. Marilyn Flores, Ph.D. and Board of Trustees for Area 2 member Vicky Santana provided a brief PowerPoint presentation which included an introduction of the members of the Rio Hondo Board of trustees, Rio Hondo College's 2022-2023 accomplishments, courses held at the Rio Hondo Educational Center in Pico Rivera, and recognized the City of Pico Rivera for its continued support. President Dr. Flores also addressed several important topics during the discussion, including the college's increase in transfer rates, the transfer program, the various degrees and certificates offered, the introduction of the first Bachelor's degree in Auto Tech, the admission requirements, the tuition-free program for the first two years, and the resources available to assist students with book fees.

**PUBLIC HEARING:** None

**PUBLIC COMMENTS:**

Lauren Talbott, Pico Rivera Library Manager:

- Addressed the City Council regarding library updates and upcoming events for the month of October.

**CONSENT CALENDAR ITEMS:**

City Council:

1. **Minutes:**
  - Approved City Council regular meeting of September 12, 2023
  - Received and filed the Parks & Recreation regular meeting of August 10, 2023
  
2. **Approved 4<sup>th</sup> Warrant Register of the 2023-2024 Fiscal Year.** (700)  
Check Numbers: 292650-292739  
Special Check Numbers: None
  
3. **Second Reading – Adopt Ordinance No. 1175 Amending Section 2.55.040, Meetings – Time and Place, to Chapter 2.55 of Title 2 of the Pico Rivera Municipal Code.** (300)
  1. Adopted Ordinance No. 1175 amending Section 2.55.040, *Meetings – Time and Place*, to Chapter 2.55, *Veterans Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code.  
  
Ordinance No. 1175 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 2.55 TO TITLE 2, *ADMINISTRATION AND PERSONNEL*, OF THE PICO RIVERA MUNICIPAL CODE RELATING TO VETERANS COMMISSION (**SECOND READING AND ADOPTION**)
  
4. **Second Reading – Adopt Ordinance No. 1176 Amending Section 2.54.020, Membership-Term, to Chapter 2.54, Sister City Commission, of Title 2 of the Pico Rivera Municipal Code.** (300)
  1. Adopted Ordinance No. 1176 amending Section 2.54.020, *Membership-Term*, to Chapter 2.54, *Sister City Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code.  
  
Ordinance No. 1176 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 2.54 TO TITLE 2, *ADMINISTRATION AND PERSONNEL*, OF THE PICO RIVERA MUNICIPAL CODE RELATING TO THE SISTER CITY COMMISSION (**SECOND READING AND ADOPTION**)
  
5. **Pico Rivera Innovative Municipal Energy Power Content Label and Attestation for the Year 2022.** (1100)
  1. Approved the attestation endorsing the accuracy of the Annual Report and Power Content Label (PCL) to meet California’s Power Source Disclosure Program requirements.
  
6. **Treasurer’s Monthly Investment Transaction Report as of August 31, 2023.** (700)
  1. Received and filed the Treasurer’s Monthly Investment Transaction Report as of August 31, 2023.

**7. Approve Amendment No. 3 to Agreement No. 18.1825 with Mariposa Landscape, Inc. to Modify Agreement Compensation and Extend Routine Landscape Maintenance Services on a Month-to-Month Basis for Six Months.** (500)

1. Approved Amendment No. 3 to Agreement No. 18-1825 with Mariposa Landscapes, Inc. in the amount not-to-exceed \$187,700, which includes \$126,200 (\$21,028 per month) for routine maintenance services on a month-to-month basis for six months maximum and \$61,500 (\$20,475 per month) for services rendered from July through September 2023; and
2. Authorized the City Manager to execute the amendment in a form approved by the City Attorney.

Agreement No. 18-1825-3

**8. City Branding, Signage & Furniture Master Plan – Award a Professional Services Agreement.** (500)

1. Awarded a Professional Services Agreement with Selbert Perkins Design for an amount not-to-exceed \$350,000 to develop a City Branding, Signage, and Furniture Master Plan, in a form approved by the City Attorney;
2. Approved an appropriation of \$220,000 in Public Image Enhancement (PIE) Funds to Account No. 220.11.1110-54500;
3. Approved an appropriation of \$45,500 in Water Authority Funds to Account No. 550.11.1110-54500; and
4. Approved an appropriation of \$84,500 in PRIME Funds to Account No. 560.11.1110-54500.

Agreement No. 23-2240

**9. Senior Center Restrooms ADA Improvement Project (CIP No. 50036) – Award Construction Contract to Global Builders, Inc.** (500)

1. Awarded a construction contract for a not-to-exceed amount of \$442,888 to Global Builders, Inc. for the Senior Center Restrooms American with Disabilities Act (ADA) Improvement Project, Capital Improvement Project No. 50036; and authorized the City Manager to execute the contract in a form approved by the City Attorney;
2. Authorized the City Manager or his designee to process change orders in an amount not-to-exceed 10% of the total project amount, as needed, up to \$44,289 for construction contingencies;
3. Appropriated \$22,177 from the anticipated fiscal year 2022-23 General Fund surplus to CIP Fund (Account No. 400.70.7310-54500-CIP50036);
4. Transferred \$22,177 from the CIP Fund to the Senior Center ADA Restroom Improvement Project (Account No. 400.770.7310-54500-CIP50036); and
5. Authorized the Administrative Services Department to increase Purchase Order No. 2024-11 to 1<sup>st</sup> Jon, Inc. in the amount of \$25,000, for a total PO amount not-to-exceed \$75,000 – to cover the cost of portable restrooms needed to complete this project.

Agreement No. 23-2241

- 10. Annual Sidewalk Improvements Project (CIP No. 50080) – Notice of Completion.** (500)
1. Accepted the work as completed for the Annual Sidewalk Improvements Project, CIP No. 50080 constructed by Addison-Miller, Inc. and authorized the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
  2. Authorized the City Manager to release the retention payment to Addison-Miller, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.
- 11. Vehicle Replacement – Purchase of Six Trucks for the Public Works Department.** (700)
1. Authorized the purchase of six 2023 Ford F-250, 2-wheel drive, regular cab pick-up trucks in the aggregate amount of \$311,172 from Rush Truck Center by the way of National Cooperative Purchasing Alliance Contract No. 05-47 for heavy equipment, diesel trucks, bus parts, and related services; and
  2. Authorized the City Manager to execute all documents related to the purchase of the recommended vehicles.

Water Authority:

- 12. Minutes:**
- Approved the Water Authority regular meeting of June 13, 2023 & special meeting of August 22, 2023
- 13. Approve an Agreement with Ferguson Waterworks for a 5-Year Subscription of Neptune 360 Saas Software for the Advanced Metering Infrastructure.** (500)
1. Approved an agreement between Pico Rivera Water Authority and Ferguson Waterworks for an annual subscription to Neptune 360 Saas Platform for the Advanced Metering Infrastructure for the annual amount of \$30,000 and a not-to-exceed amount of \$156,121 for the total of five years which includes a 2% increase each year; and
  2. Authorized the Executive Director to execute the agreement in a form approved by the General Counsel.

Agreement No. 23-75

Motion by Councilmember/Commissioner Garcia, seconded by Councilmember/Commissioner Camacho to approve Consent Calendar Item Nos. 1 through 13. Motion carries by the following roll call vote:

**AYES:** Camacho, Garcia, Lara, Sanchez, Lutz  
**NOES:** None

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER CLARIFICATION:** None

**REGULAR AGENDA:**

**14. Approve a Memorandum of Understanding with Landify Ect Corporation for Park Development Projects (500)**

Motion by Councilmember Dr. Sanchez, seconded by Councilmember Garcia to authorize the City Manager to execute a Memorandum of Understanding between the City of Pico Rivera and Landify Ect regarding the development of new and existing parks throughout the City. Motion carries by the following roll call vote:

**AYES:** Camacho, Garcia, Lara, Sanchez, Lutz  
**NOES:** None

**15. Unfunded Capital Improvement Projects. (700)**

Public Works Director Negrete and Assistant City Manager Garcia provided an update on the Capital Improvement Plan including a comprehensive overview of the ongoing, completed and unfunded/underfunded projects, a breakdown of the 28.7 million dollars spent in FY 2022-23 on 53 projects, the \$5.3 million in completed projects in FY 2022-23 on seven projects, the priority projects for FY 2023-24, the challenges in the construction industry, a summary of the unfunded projects, a listing of the facilities and park projects unfunded by fiscal year and an update on previous unfunded projects.

In addition, the City Council discussed the importance of allowing staff to focus and complete the projects on the priority list including, daily street repair requests procedures, the pavement management system, increase of requests due to weather, status of the Rio Vista lights project, and the batting cages project at Rivera Park. Furthermore, they emphasized the significance of giving priority to the projects that impact the safety of the community, stressed the need to incorporate maintenance costs into the overall project expenses, and addressed the challenging barriers during the construction process.

Motion by Councilmember Dr. Sanchez, seconded by Councilmember Garcia to receive and file the City's updated listing of unfunded Capital Improvement Projects. Motion carries by the following roll call vote:

**AYES:** Camacho, Garcia, Lara, Sanchez, Lutz  
**NOES:** None

**CITY MANAGER/STAFF REPORTS:** None

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

Councilmember Garcia reported on his attendance at the Grant Opening for Topline Nails.



Councilmember Dr. Sanchez reported on her participation in the Emergency Preparedness and Management Summit organized by Naleo, mentioned the upcoming Pico Rivera Chamber of Commerce Masquerade Casino Night and suggested re-establishing the Community Services Ad Hoc Committee with the El Rancho Unified School District.

Mayor Pro Tem Lara commented on the Pico Rivera Regional Bikeway Project community meeting, the Free Food Drive-Thru Giveaway at the Pico Rivera Sports Arena, the City of Montebello's Mental Health Consortium Program in collaboration with the Mental Health provider. He also acknowledged the Pico Rivera Sheriff's station on a recent response to a call regarding a mental health crisis.

Councilmember Camacho reported on his attendance at an Emergency Preparedness and Management Summit hosted by Naleo.

The City Council commented on the El Grito de Independencia event that took place on Friday, September 15<sup>th</sup>.

Mayor Lutz reported on his attendance at a Los Angeles County Sanitation District meeting and re-established the Community Service Ad-Hoc Committee, appointing himself and Councilmember Dr. Sanchez to the committee.

\*Mayor Lutz left the meeting at 7:18 p.m.

Recessed to Closed Session at 7:18 p.m.

ALL FOUR CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 7:36 p.m.

ALL FOUR CITY COUNCIL MEMBERS WERE PRESENT

**CLOSED SESSION(S):**

**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

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

**ADJOURNMENT:**

Mayor Pro Tem/Vice President Lara adjourned the City Council and Water Authority meeting at 7:37 p.m. There being no objection it was so ordered.

**AYES:** Camacho, Garcia, Lara, Sanchez  
**NOES:** None  
**ABSENT:** Lutz

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Erik Lutz, Mayor/President

**ATTEST:**

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Cynthia Ayala, CMC, City Clerk/Authority Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated September 26, 2023 and approved by the City Council on October 10, 2023.

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Cynthia Ayala, CMC, City Clerk/Authority Secretary



## 5th WARRANT REGISTER OF THE 2023 - 2024 FISCAL YEAR

**MEETING DATE: 10/10/2023**

|                     | CHECK DATE                    | STARTING | ENDING | AMOUNT                 |
|---------------------|-------------------------------|----------|--------|------------------------|
| CHECK NUMBERS:      | 09/19/23-09/28/23             | 292740   | 292838 | \$ 2,386,116.28        |
| ACH NUMBERS:        | 09/01/23-09/28/23             | 12559    | 12636  | \$ 670,779.88          |
| SPECIAL CHECKS/EFT: |                               |          |        |                        |
| VOIDED CHECKS/EFT:  |                               |          |        |                        |
| PRE-NOTE            |                               |          |        |                        |
|                     | <b>TOTAL REGISTER AMOUNT:</b> |          |        | <b>\$ 3,056,896.16</b> |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number                             | Date             | Description  | Source           | Payee Name                       | Amount      |
|------------------------------------|------------------|--|------------------|----------------------------------|-------------|
| CBC GenOpe - CBC General Operating |                  |  |                  |                                  |             |
| <u>Check</u>                       |                  |  |                  |                                  |             |
| 292740                             | 09/20/2023       | 09/26/2023   | Accounts Payable | 1st Jon Inc                      | \$136.03    |
|                                    | Invoice          | Description  |                  |                                  | Amount      |
|                                    | 109401           | COMMUNITY GARDENS RESTROOM 8/29/23-9/25/23                       |                  |                                  | \$136.03    |
| 292741                             | 09/20/2023       | 09/25/2023   | Accounts Payable | AKM CONSULTING ENGINEERS INC     | \$2,240.00  |
|                                    | Invoice          | Description  |                  |                                  | Amount      |
|                                    | 0012396          | PROFESSIONAL SVCS 7/3/23-7/28/23, PLANT 3 ELECTRICAL SWITCHBOARD |                  |                                  | \$2,240.00  |
| 292742                             | 09/20/2023       |  | Accounts Payable | Alan's Lawnmower & Garden Center | \$1,107.32  |
|                                    | Invoice          | Description  |                  |                                  | Amount      |
|                                    | 1184148          | SMALL TOOLS & EQUIPMENT  |                  |                                  | \$1,107.32  |
| 292743                             | 09/20/2023       |  | Accounts Payable | Alvarez-Glasman & Colvin         | \$30,867.57 |
|                                    | Invoice          | Description  |                  |                                  | Amount      |
|                                    | 2023-07-20790    | LEGAL SVCS JULY 2023   |                  |                                  | \$30,867.57 |
| 292744                             | 09/20/2023       |  | Accounts Payable | American Marker                  | \$799.31    |
|                                    | Invoice          | Description  |                  |                                  | Amount      |
|                                    | 10371-23         | FIESTAS PATRIAS FLYERS   |                  |                                  | \$799.31    |
| 292745                             | 09/20/2023       |  | Accounts Payable | AVENDANO, MARTHA                 | \$300.00    |
|                                    | Invoice          | Description  |                  |                                  | Amount      |
|                                    | 0923TUPREFUND-MA | REIMBURSE PL TUP #2023-1777, POP-UP MARKET AT 9155 TELEGRAPH RD  |                  |                                  | \$300.00    |
| 292746                             | 09/20/2023       |  | Accounts Payable | Bishop Company                   | \$385.75    |
|                                    | Invoice          | Description  |                  |                                  | Amount      |
|                                    | INV-900931       | SMALL TOOLS & SUPPLIES   |                  |                                  | \$385.75    |
| 292747                             | 09/20/2023       | 09/26/2023   | Accounts Payable | Cableguys Corporation            | \$395.00    |
|                                    | Invoice          | Description  |                  |                                  | Amount      |
|                                    | 483472           | SVC CALL   |                  |                                  | \$395.00    |
| 292748                             | 09/20/2023       |  | Accounts Payable | CliftonLarsonAllen LLP           | \$1,750.00  |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date             | Description  | Source           | Payee Name                                 | Amount      |
|--------|------------------|--|------------------|--|-------------|
|        | Invoice          | Description  |                  |  | Amount      |
|        | 3868417          | FY 23-24 Annual Audit Services                       |                  |  | \$1,750.00  |
| 292749 | 09/20/2023       | 09/26/2023   | Accounts Payable | COLLIERS INTERNATIONAL GREATER LOS ANGELES | \$9,000.00  |
|        | Invoice          | Description  |                  |  | Amount      |
|        | 1744-278358      | CONSULTING SVCS AUGUST 2023                          |                  |  | \$9,000.00  |
| 292750 | 09/20/2023       |  | Accounts Payable | Control Automation Design, Inc             | \$34,552.24 |
|        | Invoice          | Description  |                  |  | Amount      |
|        | 23-025           | DESIGN SVCS, SCADA PFAS                              |                  |  | \$34,552.24 |
| 292751 | 09/20/2023       |  | Accounts Payable | CORDOVA, ALFRED                            | \$15.00     |
|        | Invoice          | Description  |                  |  | Amount      |
|        | 838593           | MARIACHI CONCERT REFUND-UNABLE TO ATTEND             |                  |  | \$15.00     |
| 292752 | 09/20/2023       | 09/25/2023   | Accounts Payable | County of Los Angeles Dept of Public Works | \$2,725.16  |
|        | Invoice          | Description  |                  |  | Amount      |
|        | RE-PW23091101557 | TRAFFIC SIGNAL MAINTENANCE THROUGH AUGUST 2023       |                  |  | \$2,612.44  |
|        | RE-PW23050806328 | TRAFFIC SIGNAL MAINTENANCE THROUGH APRIL 2023        |                  |  | \$112.72    |
| 292753 | 09/20/2023       | 09/25/2023   | Accounts Payable | El Rancho Unified School District          | \$787.92    |
|        | Invoice          | Description  |                  |  | Amount      |
|        | 24-005           | FIREWORKS SPECTACULAR EL RANCHO HIGH CUSTODIAL USAGE |                  |  | \$787.92    |
| 292754 | 09/20/2023       | 09/25/2023   | Accounts Payable | Elisaldez , Louie                          | \$384.00    |
|        | Invoice          | Description  |                  |  | Amount      |
|        | OSUM23 9-11      | ASSIGNORS FEE FOR SUMMER 2023                        |                  |  | \$384.00    |
| 292755 | 09/20/2023       | 09/25/2023   | Accounts Payable | FEDERAL EXPRESS                            | \$41.26     |
|        | Invoice          | Description  |                  |  | Amount      |
|        | 8-242-45500      | DELIVERY CHARGES-FINANCE DEPT.                       |                  |  | \$41.26     |
| 292756 | 09/20/2023       |  | Accounts Payable | Fiesta Cooperative Inc.                    | \$8,529.07  |
|        | Invoice          | Description  |                  |  | Amount      |
|        | 230734           | DIAL-A-TAXI JULY 2023                                |                  |  | \$8,529.07  |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date            | Description  | Source           | Payee Name                          | Amount         |
|--------|-----------------|--|------------------|-------------------------------------|----------------|
| 292757 | 09/20/2023      |  | Accounts Payable | HERNANDEZ, EMELDA                   | \$15.00        |
|        | Invoice         | Description  |                  |                                     | Amount         |
|        | 838572          | MARIACHI CONCERT REFUND-UNABLE TO ATTEND               |                  |                                     | \$15.00        |
| 292758 | 09/20/2023      | 09/21/2023   | Accounts Payable | HERNANDEZ, NATALIE                  | \$76.75        |
|        | Invoice         | Description  |                  |                                     | Amount         |
|        | 0923REIMFILEFEE | CEQA FILING FEE FOR KRUSE PROPERTY, NORWALK COURTHOUSE |                  |                                     | \$76.75        |
| 292759 | 09/20/2023      | 09/26/2023   | Accounts Payable | Hi-Way Safety Inc.                  | \$223.82       |
|        | Invoice         | Description  |                  |                                     | Amount         |
|        | 147052          | BARRICADE LIGHTING EQUIPMENT                           |                  |                                     | \$223.82       |
| 292760 | 09/20/2023      |  | Accounts Payable | Hinderliter, De Llamas & Associates | \$2,336.15     |
|        | Invoice         | Description  |                  |                                     | Amount         |
|        | SIN031157-A     | AUDIT SVCS-SALES TAX JULY-SEPT. 2023, Q1               |                  |                                     | \$224.15       |
|        | SIN031157-B     | CONTRACT SVCS-SALES TAX JULY-SEPT. 2023, Q1            |                  |                                     | \$2,112.00     |
| 292761 | 09/20/2023      |  | Accounts Payable | Infinity Technologies               | \$16,255.00    |
|        | Invoice         | Description  |                  |                                     | Amount         |
|        | 1723            | ON CALL IT MANAGEMENT AUGUST 2023                      |                  |                                     | \$16,255.00    |
| 292762 | 09/20/2023      |  | Accounts Payable | Inland Empire Stages, LTD           | \$4,218.30     |
|        | Invoice         | Description  |                  |                                     | Amount         |
|        | 59951           | OEG TRIP TO BOLSA CHICA CONSERVANCY 7/15/23            |                  |                                     | \$981.00       |
|        | 59952           | OEG TRIP TO THE PORTOFINO HOTEL 260 8/1/23             |                  |                                     | \$959.20       |
|        | 60231           | TRIP TO WHITTIER AQUATIC CENTER 8/1/23                 |                  |                                     | \$926.50       |
|        | 60399           | TRIP TO GETTY CENTER 8/26/23                           |                  |                                     | \$1,351.60     |
| 292763 | 09/20/2023      |  | Accounts Payable | Jacks Candy                         | \$7,480.20     |
|        | Invoice         | Description  |                  |                                     | Amount         |
|        | 374309          | HALLOWEEN SPOOKTACULAR CANDY                           |                  |                                     | \$7,480.20     |
| 292764 | 09/20/2023      | 09/25/2023   | Accounts Payable | LA County Sheriffs Department       | \$1,131,734.70 |
|        | Invoice         | Description  |                  |                                     | Amount         |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date             | Description   | Source           | Payee Name                             | Amount         |
|--------|------------------|---|------------------|--|----------------|
|        | 240364VL         | PRISONER MAINTENANCE JULY 2023                                  |                  |  | \$185.98       |
|        | 240341EC         | SHERIFF SVCS AUGUST 2023  |                  |  | \$1,131,548.72 |
| 292765 | 09/20/2023       | 09/26/2023  | Accounts Payable | Liebert Cassidy Whitmore               | \$522.00       |
|        | Invoice          | Description   |                  |  | Amount         |
|        | 250168           | PROFESSIONAL SVCS THROUGH 8/31/23                               |                  |  | \$261.00       |
|        | 249494           | PROFESSIONAL SVCS THROUGH 8/31/23                               |                  |  | \$261.00       |
| 292766 | 09/20/2023       | 09/26/2023  | Accounts Payable | M ONE CONSULTING PRODUCTION MANAGEMENT | \$862.50       |
|        | Invoice          | Description   |                  |  | Amount         |
|        | 23825A           | STREET FEST EVENT OPERATIONS SURVEY CONSULTING 8/25/23          |                  |  | \$862.50       |
| 292767 | 09/20/2023       |   | Accounts Payable | MARTINEZ NARANJO, DIANA                | \$32.00        |
|        | Invoice          | Description   |                  |  | Amount         |
|        | 838531           | REFUND FOR ZUMBA  |                  |  | \$32.00        |
| 292768 | 09/20/2023       | 09/25/2023  | Accounts Payable | Milagro Media Strategies               | \$1,680.00     |
|        | Invoice          | Description   |                  |  | Amount         |
|        | 2012             | PUBLIC RELATIONS AND MEDIA SVCS AUGUST 2023                     |                  |  | \$1,680.00     |
| 292769 | 09/20/2023       |   | Accounts Payable | Nancy Matthews                         | \$2,437.50     |
|        | Invoice          | Description   |                  |  | Amount         |
|        | 083123MULTIGRANT | GRANT WRITING ASSIST KRUSE SMITH&PICO PK RUBEN SALAZAR PIO PICO |                  |  | \$2,437.50     |
| 292770 | 09/20/2023       |   | Accounts Payable | Napa Auto Parts                        | \$679.15       |
|        | Invoice          | Description   |                  |  | Amount         |
|        | 198940           | MECHANIC SHOP SUPPLIES  |                  |  | \$44.44        |
|        | 199004           | MECHANIC SHOP SUPPLIES  |                  |  | \$188.32       |
|        | 199770           | MECHANIC SHOP SUPPLIES  |                  |  | \$446.39       |
| 292771 | 09/20/2023       | 09/26/2023  | Accounts Payable | Ollin Strategies                       | \$7,500.00     |
|        | Invoice          | Description   |                  |  | Amount         |
|        | 200              | CONSULTING SVCS AUGUST 2023                                     |                  |  | \$7,500.00     |
| 292772 | 09/20/2023       | 09/25/2023  | Accounts Payable | On The Go DJ Pro, Inc                  | \$490.00       |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date             | Description  | Source           | Payee Name                          | Amount     |
|--------|------------------|--|------------------|-------------------------------------|------------|
|        | Invoice          | Description  |                  |                                     | Amount     |
|        | 1268594          | SENIOR CENTER EVENT PHOTO BOOTH 9/21/23                  |                  |                                     | \$490.00   |
| 292773 | 09/20/2023       | 09/21/2023   | Accounts Payable | Ortiz, Nayleen                      | \$180.00   |
|        | Invoice          | Description  |                  |                                     | Amount     |
|        | 1250             | BALLOON DECOR FOR SENIOR CENTER MARIACHI CONCERT 9/21/23 |                  |                                     | \$180.00   |
| 292774 | 09/20/2023       |  | Accounts Payable | Passage Entertainment               | \$4,000.00 |
|        | Invoice          | Description  |                  |                                     | Amount     |
|        | 08092023SPPE1A   | FIESTAS PATRIAS, ADDITIONAL SOUND EQUIPMENT 9/16/23      |                  |                                     | \$4,000.00 |
| 292775 | 09/20/2023       | 09/21/2023   | Accounts Payable | PETTY CASH                          | \$109.13   |
|        | Invoice          | Description  |                  |                                     | Amount     |
|        | 2023PETCASRE0823 | REPLENISH PETTY CASH AUGUST 2023                         |                  |                                     | \$109.13   |
| 292776 | 09/20/2023       | 09/26/2023   | Accounts Payable | Quadient, Inc.                      | \$644.21   |
|        | Invoice          | Description  |                  |                                     | Amount     |
|        | 60432460         | RENTAL & MAINTENANCE 10/1/23-12/31/23                    |                  |                                     | \$644.21   |
| 292777 | 09/20/2023       | 09/26/2023   | Accounts Payable | Salgado Tire Service                | \$20.00    |
|        | Invoice          | Description  |                  |                                     | Amount     |
|        | 3464             | TIRE REPAIR #125   |                  |                                     | \$20.00    |
| 292778 | 09/20/2023       |  | Accounts Payable | School Nutrition Plus               | \$1,141.80 |
|        | Invoice          | Description  |                  |                                     | Amount     |
|        | 6173             | SUMMER LUNCH PROGRAM AUGUST, PICO PARK                   |                  |                                     | \$1,141.80 |
| 292779 | 09/20/2023       |  | Accounts Payable | State of California Dept of Justice | \$160.00   |
|        | Invoice          | Description  |                  |                                     | Amount     |
|        | 679361           | PRE-EMPLOYMENT LIVE SCANS AUGUST 2023                    |                  |                                     | \$160.00   |
| 292780 | 09/20/2023       | 09/25/2023   | Accounts Payable | Studio Printing Inc.                | \$4,475.80 |
|        | Invoice          | Description  |                  |                                     | Amount     |
|        | 20230498         | BUDGET IN BRIEFS BROCHURES                               |                  |                                     | \$594.25   |
|        | 20230497         | ADOPTED BUDGET BOOK PRINTING                             |                  |                                     | \$3,881.55 |



City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date            | Description  | Source           | Payee Name                            | Amount      |
|--------|-----------------|--|------------------|---------------------------------------|-------------|
| 292781 | 09/20/2023      | 09/26/2023   | Accounts Payable | Swank Motion Pictures Inc             | \$175.00    |
|        | Invoice         | Description  |                  |                                       | Amount      |
|        | RG 3461508      | SENIOR CENTER MOVIE LIC. FEE, BOOK CLUB- NEXT CHAPTER            |                  |                                       | \$175.00    |
| 292782 | 09/20/2023      | 09/22/2023   | Accounts Payable | The Native Generations Group, LLC     | \$10,000.00 |
|        | Invoice         | Description  |                  |                                       | Amount      |
|        | 2023-00008      | PROFESSIONAL SVCS AUGUST/SEPTEMBER GOVERNMENT RELATIONS RETAINER |                  |                                       | \$10,000.00 |
| 292783 | 09/20/2023      |  | Accounts Payable | TRUSAIC                               | \$5,454.00  |
|        | Invoice         | Description  |                  |                                       | Amount      |
|        | CINV-030476     | 2023 ACA JULY PAYMENT  |                  |                                       | \$1,818.00  |
|        | CINV-031143     | 2023 ACA AUGUST PAYMENT  |                  |                                       | \$1,818.00  |
|        | CINV-031594     | 2023 ACA SEPTEMBER PAYMENT                                       |                  |                                       | \$1,818.00  |
| 292784 | 09/20/2023      |  | Accounts Payable | VCS Sound Lighting                    | \$1,300.00  |
|        | Invoice         | Description  |                  |                                       | Amount      |
|        | 23-035          | FIESTAS PATRIAS LUCHA LIBRE SOUND AND CAMERA 9/15/23             |                  |                                       | \$1,300.00  |
| 292785 | 09/20/2023      |  | Accounts Payable | Zapien's Restaurant Group, Inc.       | \$2,094.75  |
|        | Invoice         | Description  |                  |                                       | Amount      |
|        | 9/15/2023       | FIESTAS PATRIAS STAFF LUNCH                                      |                  |                                       | \$2,094.75  |
| 292786 | 09/27/2023      |  | Accounts Payable | AGUIRRE, GLORIA, E.                   | \$75.00     |
|        | Invoice         | Description  |                  |                                       | Amount      |
|        | COMSTP091423-GA | COMMISSIONER STIPEND FOR MEETING 09/14/23                        |                  |                                       | \$75.00     |
| 292787 | 09/27/2023      | 09/27/2023   | Accounts Payable | Atkinson, Andelson, Loya, Ruud & Romo | \$1,775.03  |
|        | Invoice         | Description  |                  |                                       | Amount      |
|        | 691404          | LEGAL SVCS AUGUST 2023   |                  |                                       | \$1,775.03  |
| 292788 | 09/27/2023      |  | Accounts Payable | Auto-Chlor System                     | \$236.21    |
|        | Invoice         | Description  |                  |                                       | Amount      |
|        | 234100500844    | DISHWASHER MAINTENANCE SEPTEMBER 2023                            |                  |                                       | \$236.21    |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date       | Description  | Source           | Payee Name   | Amount        |
|--------|------------|--|------------------|--|---------------|
| 292789 | 09/27/2023 |  | Accounts Payable | Big Sky Electric, Inc.                             | \$47,642.50   |
|        | Invoice    | Description  |                  |  | Amount        |
|        | 3 FINAL    | PROFESSIONAL SVCS 6/1/23-8/31/23, PLANT 3 ELECTRICAL SWITCHBOARD |                  |  | \$50,150.00   |
|        | 3 FINAL-A  | PROFESSIONAL SVCS 6/1/23-8/31/23, PLANT 3 ELECTRICAL SWITCHBOARD |                  |  | (\$2,507.50)  |
| 292790 | 09/27/2023 |  | Accounts Payable | Broadway Lock and Key                              | \$393.98      |
|        | Invoice    | Description  |                  |  | Amount        |
|        | 00625      | SUPPLIES   |                  |  | \$393.98      |
| 292791 | 09/27/2023 |  | Accounts Payable | C.S. Legacy Construction, Inc.                     | \$402,823.59  |
|        | Invoice    | Description  |                  |  | Amount        |
|        | 9-2023     | PROFESSIONAL SVCS JULY 2023, WHITTIER OVERLAY PROJECT            |                  |  | \$424,024.83  |
|        | 9-2023-A   | PROFESSIONAL SVCS JULY 2023, WHITTIER OVERLAY PROJECT            |                  |  | (\$21,201.24) |
| 292792 | 09/27/2023 |  | Accounts Payable | Catering by Herach & Ara                           | \$1,605.99    |
|        | Invoice    | Description  |                  |  | Amount        |
|        | 9-21-23-03 | CATERING SVCS FOR SENIOR CENTER EVENT 9/21/23                    |                  |  | \$1,605.99    |
| 292793 | 09/27/2023 |  | Accounts Payable | Certifix Live Scan                                 | \$157.00      |
|        | Invoice    | Description  |                  |  | Amount        |
|        | 79105      | PRE-EMPLOYMENT LIVE SCANS 8/9/23-8/25/23                         |                  |  | \$157.00      |
| 292794 | 09/27/2023 |  | Accounts Payable | City of Downey                                     | \$272,801.00  |
|        | Invoice    | Description  |                  |  | Amount        |
|        | 236858     | ANIMASEAACA CONTROL & SHELTERING SVCS FY 23/24 2ND INSTALLMENT   |                  |  | \$217,071.00  |
|        | 236859     | SEAACA LICENSE CANVASSING FY 23/24                               |                  |  | \$55,730.00   |
| 292795 | 09/27/2023 |  | Accounts Payable | Control Automation Design, Inc                     | \$17,160.00   |
|        | Invoice    | Description  |                  |  | Amount        |
|        | 23-030     | SVCS TO WELL #5  |                  |  | \$4,680.00    |
|        | 23-029     | SVCS TO PLANT #3   |                  |  | \$12,480.00   |
| 292796 | 09/27/2023 |  | Accounts Payable | County of LA, Agricultural Comm, Weights & Measure | \$906.27      |
|        | Invoice    | Description  |                  |  | Amount        |
|        | 240160     | GOPHER ABATEMENT FOR CITY PARKS, 7/24/23                         |                  |  | \$906.27      |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date             | Description   | Source           | Payee Name                                 | Amount       |
|--------|------------------|---|------------------|--|--------------|
| 292797 | 09/27/2023       |   | Accounts Payable | County of Los Angeles Dept of Public Works | \$704.13     |
|        | Invoice          | Description   |                  |  | Amount       |
|        | RE-PW23091101192 | TS MONITORING KITS THROUGH AUGUST 2023                          |                  |  | \$704.13     |
| 292798 | 09/27/2023       |   | Accounts Payable | DAHLIN GROUP, INC                          | \$101,086.00 |
|        | Invoice          | Description   |                  |  | Amount       |
|        | 2308-070         | PROFESSIONAL SVCS THROUGH 8/31/23, SMITH PARK AQUATIC           |                  |  | \$101,086.00 |
| 292799 | 09/27/2023       |   | Accounts Payable | Daniels Tire Service                       | \$599.28     |
|        | Invoice          | Description   |                  |  | Amount       |
|        | 200483803        | TIRE REPLACEMENT  |                  |  | \$599.28     |
| 292800 | 09/27/2023       |   | Accounts Payable | Department of Water and Power              | \$8.33       |
|        | Invoice          | Description   |                  |  | Amount       |
|        | GA432867         | OPERATE & MAINTAIN DRAIN AND OVERFLOW WATER PIPELINE SEPT. 2023 |                  |  | \$8.33       |
| 292801 | 09/27/2023       |   | Accounts Payable | Disaster Management Area E                 | \$6,427.00   |
|        | Invoice          | Description   |                  |  | Amount       |
|        | 2023-23-021      | MEMBERSHIP FY 2023-24   |                  |  | \$6,427.00   |
| 292802 | 09/27/2023       |   | Accounts Payable | ESTRADA SANTOS, ROCIO                      | \$75.00      |
|        | Invoice          | Description   |                  |  | Amount       |
|        | COMSTP091423-RE  | COMMISSIONER STIPEND FOR MEETING 9/14/23                        |                  |  | \$75.00      |
| 292803 | 09/27/2023       |   | Accounts Payable | Ewing Irrigation Products Inc              | \$930.73     |
|        | Invoice          | Description   |                  |  | Amount       |
|        | 20471909         | SUPPLIES  |                  |  | \$930.73     |
| 292804 | 09/27/2023       |   | Accounts Payable | InfoSend, Inc                              | \$4,454.86   |
|        | Invoice          | Description   |                  |  | Amount       |
|        | 246426           | POSTAGE AUGUST 2023   |                  |  | \$3,406.93   |
|        | 246425           | MAIL PREP SVCS AUGUST 2023                                      |                  |  | \$1,047.93   |
| 292805 | 09/27/2023       |   | Accounts Payable | JIMENEZ, ELICED                            | \$40.00      |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date            | Description  | Source           | Payee Name                    | Amount      |
|--------|-----------------|--|------------------|-------------------------------|-------------|
|        | Invoice         | Description  |                  |                               | Amount      |
|        | 837770          | REFUND FOR 23-24 REACH PROGRAM FOR ROBERT SANDOVAL     |                  |                               | \$40.00     |
| 292806 | 09/27/2023      |  | Accounts Payable | LA County Sheriffs Department | \$16,128.69 |
|        | Invoice         | Description  |                  |                               | Amount      |
|        | 240506EC        | PRV-TRANSIT/TRANSIENT DEPUTY 8/10/23-8/30/23           |                  |                               | \$16,128.69 |
| 292807 | 09/27/2023      |  | Accounts Payable | Los Angeles Fire Department   | \$2,524.00  |
|        | Invoice         | Description  |                  |                               | Amount      |
|        | IN0429222       | HAZARDOUS WASTE MATERIAL ANNUAL FEE                    |                  |                               | \$2,524.00  |
| 292808 | 09/27/2023      |  | Accounts Payable | MARIACHI TIERRA MIA           | \$1,725.00  |
|        | Invoice         | Description  |                  |                               | Amount      |
|        | 5 09/21/23      | SENIOR CENTER ENTERTAINMENT 9/21/23 2-4PM              |                  |                               | \$575.00    |
|        | 5 10/04/23      | SENIOR CENTER ENTERTAINMENT 10/4/23 2-4PM              |                  |                               | \$1,150.00  |
| 292809 | 09/27/2023      |  | Accounts Payable | Martinez, Vanessa, Vivian     | \$75.00     |
|        | Invoice         | Description  |                  |                               | Amount      |
|        | COMSTP091423-VM | COMMISSIONER STIPEND FOR MEETING 9/14/23               |                  |                               | \$75.00     |
| 292810 | 09/27/2023      |  | Accounts Payable | Moore Iacofano & Goltsman Inc | \$9,115.64  |
|        | Invoice         | Description  |                  |                               | Amount      |
|        | 0082577         | PROFESSIONAL SVCS JULY 2023, ROSEMEAD MEDIAN           |                  |                               | \$9,115.64  |
| 292811 | 09/27/2023      |  | Accounts Payable | Nutrien AG Solutions, Inc     | \$692.37    |
|        | Invoice         | Description  |                  |                               | Amount      |
|        | 51075566        | WEED ABATEMENT MATERIALS                               |                  |                               | \$692.37    |
| 292812 | 09/27/2023      |  | Accounts Payable | Ollin Strategies              | \$7,500.00  |
|        | Invoice         | Description  |                  |                               | Amount      |
|        | 211             | CONSULTING SVCS SEPTEMBER 2023                         |                  |                               | \$7,500.00  |
| 292813 | 09/27/2023      |  | Accounts Payable | Ortiz, Nayleen                | \$180.00    |
|        | Invoice         | Description  |                  |                               | Amount      |
|        | 1251            | BALLOON DECOR FOR SENIOR CENTER TACO DAY EVENT 10/4/23 |                  |                               | \$180.00    |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date             | Description   | Source           | Payee Name                              | Amount      |
|--------|------------------|---|------------------|---|-------------|
| 292814 | 09/27/2023       |   | Accounts Payable | PARS                                    | \$300.00    |
|        | Invoice          | Description   |                  |   | Amount      |
|        | 53930            | PARS TRUST ADMINISTRATOR SVCS MONTH ENDING 7/31/23  |                  |   | \$300.00    |
| 292815 | 09/27/2023       |   | Accounts Payable | Petra Gonzalez                          | \$15.00     |
|        | Invoice          | Description   |                  |   | Amount      |
|        | 838621           | REIMBURSEMENT FOR MARIACHI CONCERT 9/16/23          |                  |   | \$15.00     |
| 292816 | 09/27/2023       |   | Accounts Payable | Pico Water District                     | \$33,708.26 |
|        | Invoice          | Description   |                  |   | Amount      |
|        | 2023JULYPICOWATE | UTILITIES FOR JULY 2023                             |                  |   | \$26,122.94 |
|        | 2023JULYPICAWATE | UTILITIES FOR JULY 2023                             |                  |   | \$7,519.20  |
|        | 2023JULYPICBWATE | UTILITIES FOR JULY 2023                             |                  |   | \$66.12     |
| 292817 | 09/27/2023       |   | Accounts Payable | Postmaster-Santa Fe Springs Post Office | \$3,200.00  |
|        | Invoice          | Description   |                  |   | Amount      |
|        | 2023POSTMASTOCT  | POSTAGE FOR OCTOBER 2023, CHECK 2 FY 23/24          |                  |   | \$3,200.00  |
| 292818 | 09/27/2023       |   | Accounts Payable | PPM GROUP INC                           | \$13,635.00 |
|        | Invoice          | Description   |                  |   | Amount      |
|        | 2023-6-PRPR      | PROFESSIONAL SVCS JULY 2023, PAVEMENT REHAB OVERLAY |                  |   | \$13,635.00 |
| 292819 | 09/27/2023       |   | Accounts Payable | Salgado Tire Service                    | \$75.00     |
|        | Invoice          | Description   |                  |   | Amount      |
|        | 4141             | TIRE REPAIR   |                  |   | \$25.00     |
|        | 4291             | TIRE REPAIR   |                  |   | \$25.00     |
|        | 4517             | TIRE REPAIR   |                  |   | \$25.00     |
| 292820 | 09/27/2023       |   | Accounts Payable | SCS Carpets, Inc.                       | \$2,936.22  |
|        | Invoice          | Description   |                  |   | Amount      |
|        | 14440            | CARPET INSTALL, CIP 50073                           |                  |   | \$2,936.22  |
| 292821 | 09/27/2023       |   | Accounts Payable | SPILLER, MIRIAM                         | \$300.00    |
|        | Invoice          | Description   |                  |   | Amount      |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date        | Description  | Source           | Payee Name                                | Amount      |
|--------|-------------|--|------------------|---|-------------|
|        | 0923        | UNIFOREIM-MS   |                  |   | \$300.00    |
|        |             | UNIFORM REIMBURSEMENT  |                  |   |             |
| 292822 | 09/27/2023  |  | Accounts Payable | SUPER SLICK AUTO DETAIL LLC               | \$480.00    |
|        | Invoice     | Description  |                  |   | Amount      |
|        | INV0007     | CITY FLEET CAR DETAIL/WASH                                       |                  |   | \$480.00    |
| 292823 | 09/27/2023  |  | Accounts Payable | Terra Realty Advisors Inc                 | \$1,891.25  |
|        | Invoice     | Description  |                  |   | Amount      |
|        | 2022-01361  | OUTDOOR ADVERTISING DIGITAL BILLBOARD SIGNS 10/24/22-10/31/22    |                  |   | \$341.67    |
|        | 2023-01473  | OUTDOOR ADVERTISING DIGITAL BILLBOARD SIGN 1/9/23 & 3/9/-3/22/23 |                  |   | \$547.92    |
|        | 2023-01546  | OUTDOOR ADVERTISING DIGITAL BILLBOARD SIGNS 6/7/23-6/28/23       |                  |   | \$218.75    |
|        | 2023-01568  | OUTDOOR ADVERTISING DIGITAL BILLBOARD SIGNS 7/7/23-7/31/23       |                  |   | \$342.08    |
|        | 2023-01596  | OUTDOOR ADVERTISING DIGITAL BILLBOARD SIGNS 8/1/23-8/29/23       |                  |   | \$440.83    |
| 292824 | 09/27/2023  |  | Accounts Payable | Tetra Tech, Inc                           | \$14,922.50 |
|        | Invoice     | Description  |                  |   | Amount      |
|        | 52123294    | PROFESSIONAL SVCS THROUGH 8/25/23                                |                  |   | \$14,922.50 |
| 292825 | 09/27/2023  |  | Accounts Payable | TKM ENGINEERING                           | \$1,875.00  |
|        | Invoice     | Description  |                  |   | Amount      |
|        | 1218        | LRSP AUGUST 2023   |                  |   | \$487.50    |
|        | 1219        | ITS MASTER PLAN AUGUST 2023                                      |                  |   | \$1,387.50  |
| 292826 | 09/27/2023  |  | Accounts Payable | Volvo Construction Equipment and Services | \$2,361.61  |
|        | Invoice     | Description  |                  |   | Amount      |
|        | S50401056-1 | GENERATOR EMERGENCY REPAIR SVCS                                  |                  |   | \$2,361.61  |
| 292827 | 09/27/2023  |  | Accounts Payable | West Coast Arborists, Inc                 | \$11,513.00 |
|        | Invoice     | Description  |                  |   | Amount      |
|        | 204595      | EMERGENCY TREE REMOVAL 8/29/23, GOLF COURSE                      |                  |   | \$4,005.00  |
|        | 204596      | EMERGENCY TREE REMOVAL 8/28/23, GOLF COURSE                      |                  |   | \$6,408.00  |
|        | 204597      | EMERGENCY TREE REMOVAL 8/29/23, GOLF COURSE                      |                  |   | \$1,100.00  |
| 292828 | 09/27/2023  |  | Accounts Payable | Whittier Fertilizer Company               | \$1,810.30  |
|        | Invoice     | Description  |                  |   | Amount      |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date         | Description   | Source           | Payee Name                            | Amount      |
|--------|--------------|---|------------------|---------------------------------------|-------------|
|        | 403551       | PESTICIDE CHEMICAL SUPPLIES                             |                  |                                       | \$1,012.10  |
|        | 403314       | WOOD CHIPS FOR PARKS                                    |                  |                                       | \$348.38    |
|        | 403317       | WOOD CHIPS FOR PARKS                                    |                  |                                       | \$299.88    |
|        | 403320       | WOOD CHIPS FOR PARKS                                    |                  |                                       | \$149.94    |
| 292829 | 09/27/2023   |   | Accounts Payable | Yao Engineering, Inc.                 | \$17,826.20 |
|        | Invoice      | Description   |                  |                                       | Amount      |
|        | 202308-23003 | PROF SVCS AUGUST 2023, GOLF COURSE FIRE DAMAGE          |                  |                                       | \$17,446.35 |
|        | PR2307       | PROFESSIONAL SVCS JULY 2023, WELL 5 ELECTRICAL UPGRADES |                  |                                       | \$379.85    |
| 292830 | 09/28/2023   |   | Accounts Payable | ACTUM CA OPCO, LLC                    | \$49,000.00 |
|        | Invoice      | Description   |                  |                                       | Amount      |
|        | 202309-0145  | PROFESSIONAL SVCS SEPTEMBER 2023                        |                  |                                       | \$7,000.00  |
|        | 202308-0189  | PROFESSIONAL SVCS MARCH 2023 TO AUGUST 2023             |                  |                                       | \$42,000.00 |
| 292831 | 09/28/2023   |   | Accounts Payable | Atkinson, Andelson, Loya, Ruud & Romo | \$1,775.03  |
|        | Invoice      | Description   |                  |                                       | Amount      |
|        | 691404       | LEGAL SVCS AUGUST 2023                                  |                  |                                       | \$1,775.03  |
| 292832 | 09/28/2023   |   | Accounts Payable | BMG Money, Inc                        | \$414.16    |
|        | Invoice      | Description   |                  |                                       | Amount      |
|        | 092823       | EMPLOYEE DEDUCTION FOR P/E 09/22/23                     |                  |                                       | \$414.16    |
| 292833 | 09/28/2023   |   | Accounts Payable | Franchise Tax Board                   | \$50.00     |
|        | Invoice      | Description   |                  |                                       | Amount      |
|        | 092823       | EMPLOYEE DEDUCTION FOR P/E 09/22/23                     |                  |                                       | \$50.00     |
| 292834 | 09/28/2023   |   | Accounts Payable | LA County Sheriffs Department         | \$9,739.90  |
|        | Invoice      | Description   |                  |                                       | Amount      |
|        | 240625EC     | HELICOPTER SVC AUGUST 2023                              |                  |                                       | \$9,739.90  |
| 292835 | 09/28/2023   |   | Accounts Payable | Levyng Officer                        | \$233.39    |
|        | Invoice      | Description   |                  |                                       | Amount      |
|        | 092823       | EMPLOYEE DEDUCTION FOR P/E 09/22/23                     |                  |                                       | \$233.39    |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number             | Date             | Description                                       | Source           | Payee Name              | Amount         |
|--------------------|------------------|---|------------------|-------------------------|----------------|
| 292836             | 09/28/2023       |   | Accounts Payable | Linda Valdez            | \$10.00        |
|                    | Invoice          | Description                                       |                  |                         | Amount         |
|                    | 831529           | VALENTINES DAY CELEBRATION AT SENIOR CNTR, REFUND |                  |                         | \$10.00        |
| 292837             | 09/28/2023       |   | Accounts Payable | SEIU Local 721-COPE     | \$72.00        |
|                    | Invoice          | Description                                       |                  |                         | Amount         |
|                    | 092823           | COPEES FEES FOR P/E 09/22/23                      |                  |                         | \$72.00        |
| 292838             | 09/28/2023       |   | Accounts Payable | So Calif Edison Company | \$19,816.47    |
|                    | Invoice          | Description                                       |                  |                         | Amount         |
|                    | JUNE23LNGTRM-SCE | JUNE 2023 LONG TERM ALLOCATION                    |                  |                         | \$19,816.47    |
| Type Check Totals: |                  |   |                  |                         | \$2,386,116.28 |

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|-------|------------|--|------------------|----------------------------|------------|
| 12559 | 09/20/2023 |  | Accounts Payable | A & D Transportation, L.P. | \$6,715.00 |
|       | Invoice    | Description  |                  |                            | Amount     |
|       | 013040     | CAMP TRANSPORTATION TO WHITTIER VILLAGE CINEMA 7/11/23 |                  |                            | \$1,777.50 |
|       | 013042     | CAMP TRANSPORTATION TO ADVENTURE CITY 7/31/23          |                  |                            | \$1,282.50 |
|       | 013043     | CAMP TRANSPORTATION TO CAMELOT GOLFLAND 8/1/23         |                  |                            | \$735.00   |
|       | 013075     | CAMP TRANSPORTATION TO WHITTIER AQUATIC CTR 8/8/23     |                  |                            | \$522.50   |
|       | 013076     | CAMP TRANSPORTATION TO WHITTIER AQUATIC CTR 8/10/23    |                  |                            | \$522.50   |
|       | 013041     | CAMP TRANSPORTATION TO BOLSA CHICA 7/18/23             |                  |                            | \$1,875.00 |
| 12560 | 09/20/2023 |  | Accounts Payable | Advanced Printing          | \$762.25   |
|       | Invoice    | Description  |                  |                            | Amount     |
|       | 00854      | VIOLATION NOTICES                                      |                  |                            | \$762.25   |
| 12561 | 09/20/2023 |  | Accounts Payable | Aramark                    | \$328.49   |
|       | Invoice    | Description  |                  |                            | Amount     |
|       | 5860205369 | UNIFORM RENTAL SVCS                                    |                  |                            | \$328.49   |
| 12562 | 09/20/2023 |  | Accounts Payable | Basic Benefits LLC         | \$425.92   |
|       | Invoice    | Description  |                  |                            | Amount     |



City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date           | Description                                | Source           | Payee Name                               | Amount     |
|--------|----------------|--|------------------|--|------------|
|        | IN2858314      | FMLA EASE PLUS SVC SEPTEMBER 2023          |                  |  | \$425.92   |
| 12563  | 09/20/2023     |  | Accounts Payable | Bland, Renee                             | \$60.00    |
|        | Invoice        | Description                                |                  |  | Amount     |
|        | SUMFALLWK423   | UMPIRE SVCS FOR SENIOR LEAGUE 9/7/23       |                  |  | \$60.00    |
| 12564  | 09/20/2023     |  | Accounts Payable | COSTAR REALTY INFORMATION, INC.          | \$1,628.95 |
|        | Invoice        | Description                                |                  |  | Amount     |
|        | 120430859      | REAL ESTATE ONLINE SVCS SEPTEMBER 2023     |                  |  | \$1,628.95 |
| 12565  | 09/20/2023     |  | Accounts Payable | DIEGO'S AUTO REPAIR                      | \$5,788.02 |
|        | Invoice        | Description                                |                  |  | Amount     |
|        | 29399          | PRWA VEHICLE REPAIRS                       |                  |  | \$5,788.02 |
| 12566  | 09/20/2023     |  | Accounts Payable | Eastern County Newspaper Group, Inc.     | \$908.00   |
|        | Invoice        | Description                                |                  |  | Amount     |
|        | 36164          | LEGAL AD-TOBACCO LICENSE FEE               |                  |  | \$908.00   |
| 12567  | 09/20/2023     |  | Accounts Payable | GRM Information Management Services, Inc | \$204.00   |
|        | Invoice        | Description                                |                  |  | Amount     |
|        | 0487757        | MONTHLY SHREDDING SVCS AUGUST 2023         |                  |  | \$204.00   |
| 12568  | 09/20/2023     |  | Accounts Payable | I Copy, Inc (ibe digital)                | \$36.38    |
|        | Invoice        | Description                                |                  |  | Amount     |
|        | 458241         | MAINTENANCE AND TONER EQUIPMENT CED        |                  |  | \$18.19    |
|        | 458336         | MAINTENANCE AND TONER EQUIPMENT SMITH PARK |                  |  | \$18.19    |
| 12569  | 09/20/2023     |  | Accounts Payable | Martinez, Ben                            | \$60.00    |
|        | Invoice        | Description                                |                  |  | Amount     |
|        | SUMFALLWK523   | UMPIRE SVCS FOR SENIOR LEAGUE 9/14/23      |                  |  | \$60.00    |
| 12570  | 09/20/2023     |  | Accounts Payable | S & J Supply Co., Inc.                   | \$7,379.80 |
|        | Invoice        | Description                                |                  |  | Amount     |
|        | S100216588.002 | SUPPLIES FOR PRWA MAINTENANCE AND REPAIR   |                  |  | \$239.53   |
|        | S100216885.001 | SUPPLIES FOR PRWA MAINTENANCE AND REPAIR   |                  |  | \$7,140.27 |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date           | Description  | Source           | Payee Name                          | Amount      |
|--------|----------------|--|------------------|-------------------------------------|-------------|
| 12571  | 09/20/2023     |  | Accounts Payable | Security Signal Devices             | \$189.00    |
|        | Invoice        | Description  |                  |                                     | Amount      |
|        | S-01108676     | SVC CALL FOR ALARM EQUIPMENT, PARKS & REC BUILDING |                  |                                     | \$189.00    |
| 12572  | 09/20/2023     |  | Accounts Payable | Southland Transit, Inc.             | \$49,143.98 |
|        | Invoice        | Description  |                  |                                     | Amount      |
|        | PR AUGUST-2023 | PR DIAL A RIDE SVC AUGUST 2023                     |                  |                                     | \$49,143.98 |
| 12573  | 09/20/2023     |  | Accounts Payable | The Sherwin-Williams Co.            | \$65.42     |
|        | Invoice        | Description  |                  |                                     | Amount      |
|        | 9838-8         | PAINT SUPPLIES                                     |                  |                                     | \$65.42     |
| 12574  | 09/20/2023     |  | Accounts Payable | Tristar Risk Management             | \$22,275.00 |
|        | Invoice        | Description  |                  |                                     | Amount      |
|        | 113335         | GENERAL LIABILITY FEES JULY 2023                   |                  |                                     | \$3,450.00  |
|        | 113335-A       | WORKERS COMPENSATION/CLAIMS ADMIN JULY 2023        |                  |                                     | \$3,975.00  |
|        | 113535         | GENERAL LIABILITY FEES AUGUST 2023                 |                  |                                     | \$3,450.00  |
|        | 113644         | WORKERS COMPENSATION/CLAIMS ADMIN AUGUST 2023      |                  |                                     | \$3,975.00  |
|        | 114011         | GENERAL LIABILITY FEES SEPTEMBER 2023              |                  |                                     | \$3,450.00  |
|        | 114123         | WORKERS COMPENSATION/CLAIMS ADMIN SEPTEMBER 2023   |                  |                                     | \$3,975.00  |
| 12575  | 09/20/2023     |  | Accounts Payable | United Rentals (North America), Inc | \$176.40    |
|        | Invoice        | Description  |                  |                                     | Amount      |
|        | 208638602-017  | SPECIAL EVENTS STORAGE AT SMITH PARK               |                  |                                     | \$176.40    |
| 12576  | 09/20/2023     |  | Accounts Payable | Weck Laboratories Inc.              | \$3,601.00  |
|        | Invoice        | Description  |                  |                                     | Amount      |
|        | W3G1024        | WATER QUALITY SAMPLING                             |                  |                                     | \$250.00    |
|        | W3G1025        | WATER QUALITY SAMPLING                             |                  |                                     | \$60.00     |
|        | W3G2553        | WATER QUALITY SAMPLING                             |                  |                                     | \$240.00    |
|        | W3G2557        | WATER QUALITY SAMPLING                             |                  |                                     | \$170.00    |
|        | W3G2558        | WATER QUALITY SAMPLING                             |                  |                                     | \$250.00    |
|        | W3H0137        | WATER QUALITY SAMPLING                             |                  |                                     | \$250.00    |
|        | W3H0138        | WATER QUALITY SAMPLING                             |                  |                                     | \$250.00    |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date          | Description                    | Source           | Payee Name                  | Amount     |
|--------|---------------|--------------------------------|------------------|-----------------------------|------------|
|        | W3H0139       | WATER QUALITY SAMPLING         |                  |                             | \$250.00   |
|        | W3H0149       | WATER QUALITY SAMPLING         |                  |                             | \$120.00   |
|        | W3H0150       | WATER QUALITY SAMPLING         |                  |                             | \$75.00    |
|        | W3H0151       | WATER QUALITY SAMPLING         |                  |                             | \$180.00   |
|        | W3H0152       | WATER QUALITY SAMPLING         |                  |                             | \$106.00   |
|        | W3H0153       | WATER QUALITY SAMPLING         |                  |                             | \$60.00    |
|        | W3H0645       | WATER QUALITY SAMPLING         |                  |                             | \$60.00    |
|        | W3H0646       | WATER QUALITY SAMPLING         |                  |                             | \$60.00    |
|        | W3H0647       | WATER QUALITY SAMPLING         |                  |                             | \$250.00   |
|        | W3H1868       | WATER QUALITY SAMPLING         |                  |                             | \$300.00   |
|        | W3H1870       | WATER QUALITY SAMPLING         |                  |                             | \$250.00   |
|        | W3H1872       | WATER QUALITY SAMPLING         |                  |                             | \$170.00   |
|        | W3H1927       | WATER QUALITY SAMPLING         |                  |                             | \$250.00   |
| 12577  | 09/01/2023    |                                | Accounts Payable | San Gabriel Valley Water Co | \$661.70   |
|        | Invoice       | Description                    |                  |                             | Amount     |
|        | Import - 8293 | WATER SVC-06/28/23-07/31/23    |                  |                             | \$661.70   |
| 12578  | 09/05/2023    |                                | Accounts Payable | Time Warner Cable           | \$115.54   |
|        | Invoice       | Description                    |                  |                             | Amount     |
|        | Import - 8294 | RADIO & TELECOMMUNICATION      |                  |                             | \$115.54   |
| 12579  | 09/06/2023    |                                | Accounts Payable | Verizon Wireless            | \$766.75   |
|        | Invoice       | Description                    |                  |                             | Amount     |
|        | Import - 8295 | RADIO & TELECOMMUNICATION      |                  |                             | \$766.75   |
| 12580  | 09/07/2023    |                                | Accounts Payable | Frontier California         | \$60.06    |
|        | Invoice       | Description                    |                  |                             | Amount     |
|        | Import - 8296 | Radio & Telecommunication      |                  |                             | \$60.06    |
| 12581  | 09/07/2023    |                                | Accounts Payable | So Calif Edison Company     | \$1,426.74 |
|        | Invoice       | Description                    |                  |                             | Amount     |
|        | Import - 8297 | ELECTRIC SVC-5055 PASSONS BLVD |                  |                             | \$1,426.74 |
| 12582  | 09/11/2023    |                                | Accounts Payable | Time Warner Cable           | \$134.98   |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date          | Description                    | Source           | Payee Name                  | Amount      |
|--------|---------------|--------------------------------|------------------|-----------------------------|-------------|
|        | Invoice       | Description                    |                  |                             | Amount      |
|        | Import - 8298 | RADIO & TELECOMMUNICATION      |                  |                             | \$134.98    |
| 12583  | 09/11/2023    |                                | Accounts Payable | So Calif Edison Company     | \$40,199.49 |
|        | Invoice       | Description                    |                  |                             | Amount      |
|        | Import - 8299 | ELECTRIC SVC-9003 TERRADELL ST |                  |                             | \$40,199.49 |
| 12584  | 09/12/2023    |                                | Accounts Payable | T-Mobile USA, Inc           | \$1,734.27  |
|        | Invoice       | Description                    |                  |                             | Amount      |
|        | Import - 8300 | Radio & Telecommunication      |                  |                             | \$1,734.27  |
| 12585  | 09/06/2023    |                                | Accounts Payable | City of Pico Rivera         | \$36,329.93 |
|        | Invoice       | Description                    |                  |                             | Amount      |
|        | Import - 8301 | WATER SVC                      |                  |                             | \$36,329.93 |
| 12586  | 09/14/2023    |                                | Accounts Payable | So Calif Edison Company     | \$20,431.85 |
|        | Invoice       | Description                    |                  |                             | Amount      |
|        | Import - 8302 | ELECTRIC SVC-4632 ORANGE ST    |                  |                             | \$20,431.85 |
| 12587  | 09/14/2023    |                                | Accounts Payable | Frontier California         | \$1,699.50  |
|        | Invoice       | Description                    |                  |                             | Amount      |
|        | Import - 8303 | Radio & Telecommunication      |                  |                             | \$1,699.50  |
| 12588  | 09/15/2023    |                                | Accounts Payable | Time Warner Cable           | \$849.00    |
|        | Invoice       | Description                    |                  |                             | Amount      |
|        | Import - 8304 | RADIO & TELECOMMUNICATION      |                  |                             | \$849.00    |
| 12589  | 09/15/2023    |                                | Accounts Payable | San Gabriel Valley Water Co | \$659.20    |
|        | Invoice       | Description                    |                  |                             | Amount      |
|        | Import - 8305 | WATER SVC-07/31/23-08/29/23    |                  |                             | \$659.20    |
| 12590  | 09/18/2023    |                                | Accounts Payable | Frontier California         | \$122.86    |
|        | Invoice       | Description                    |                  |                             | Amount      |
|        | Import - 8306 | Radio & Telecommunication      |                  |                             | \$122.86    |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date          | Description                                 | Source           | Payee Name                                 | Amount      |
|--------|---------------|---|------------------|--|-------------|
| 12591  | 09/18/2023    |   | Accounts Payable | So Calif Gas Company                       | \$102.84    |
|        | Invoice       | Description                                 |                  |  | Amount      |
|        | Import - 8307 | GAS SVC-9633 BEVERLY-CITY YARD              |                  |  | \$102.84    |
| 12592  | 09/01/2023    |   | Accounts Payable | Frontier California                        | \$176.04    |
|        | Invoice       | Description                                 |                  |  | Amount      |
|        | Import - 8292 | Radio & Telecommunication                   |                  |  | \$176.04    |
| 12593  | 09/05/2023    |   | Accounts Payable | US Bank Corporate Trust Services           | \$45,490.83 |
|        | Invoice       | Description                                 |                  |  | Amount      |
|        | 20230828      | CalCard- August 2023                        |                  |  | \$45,490.83 |
| 12594  | 09/20/2023    |   | Accounts Payable | So Calif Gas Company                       | \$580.72    |
|        | Invoice       | Description                                 |                  |  | Amount      |
|        | Import - 8839 | GAS SVC-8751 COFFMAN RIO VISTA PARK         |                  |  | \$580.72    |
| 12595  | 09/20/2023    |   | Accounts Payable | Time Warner Cable                          | \$40.40     |
|        | Invoice       | Description                                 |                  |  | Amount      |
|        | Import - 8840 | RADIO & TELECOMMUNICATION                   |                  |  | \$40.40     |
| 12596  | 09/19/2023    |   | Accounts Payable | County of Los Angeles Dept of Public Works | \$1,656.00  |
|        | Invoice       | Description                                 |                  |  | Amount      |
|        | 00358560      | VEHICLE TEST/USE OF FCD ROW PERMIT ISSUANCE |                  |  | \$1,656.00  |
| 12597  | 09/19/2023    |   | Accounts Payable | Frontier California                        | \$311.84    |
|        | Invoice       | Description                                 |                  |  | Amount      |
|        | Import - 8842 | Radio & Telecommunication                   |                  |  | \$311.84    |
| 12598  | 09/21/2023    |   | Accounts Payable | So Calif Gas Company                       | \$97.54     |
|        | Invoice       | Description                                 |                  |  | Amount      |
|        | Import - 8843 | GAS SVC-6615 PASSONS BLVD CITY HALL         |                  |  | \$97.54     |
| 12599  | 09/22/2023    |   | Accounts Payable | So Calif Edison Company                    | \$1,341.56  |
|        | Invoice       | Description                                 |                  |  | Amount      |
|        | Import - 8844 | ELECTRIC SVC-5216 1/2 BEVERLY BLVD          |                  |  | \$1,341.56  |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date          | Description  | Source           | Payee Name                              | Amount      |
|--------|---------------|--|------------------|---|-------------|
| 12600  | 09/25/2023    |  | Accounts Payable | Time Warner Cable                       | \$126.14    |
|        | Invoice       | Description  |                  |   | Amount      |
|        | Import - 8845 | RADIO & TELECOMMUNICATION                          |                  |   | \$126.14    |
| 12601  | 09/25/2023    |  | Accounts Payable | So Calif Gas Company                    | \$1,640.04  |
|        | Invoice       | Description  |                  |   | Amount      |
|        | Import - 8846 | GAS SVC-9025 MINES AVE                             |                  |   | \$1,640.04  |
| 12602  | 09/20/2023    |  | Accounts Payable | So Calif Edison Company                 | \$14.18     |
|        | Invoice       | Description  |                  |   | Amount      |
|        | Import - 8841 | ELECTRIC SVC-9459 WHITTIER BLVD                    |                  |   | \$14.18     |
| 12603  | 09/27/2023    |  | Accounts Payable | Advanced Printing                       | \$1,195.11  |
|        | Invoice       | Description  |                  |   | Amount      |
|        | 00859         | CITY ENVELOPES WITH LOGO                           |                  |   | \$1,195.11  |
| 12604  | 09/27/2023    |  | Accounts Payable | Aramark                                 | \$328.49    |
|        | Invoice       | Description  |                  |   | Amount      |
|        | 5860210817    | UNIFORM RENTAL SVCS                                |                  |   | \$328.49    |
| 12605  | 09/27/2023    |  | Accounts Payable | BKF Engineers                           | \$16,582.75 |
|        | Invoice       | Description  |                  |   | Amount      |
|        | 23081166      | PROFESSIONAL SVCS JULY 2023, WHITTIER BRIDGE STUDY |                  |   | \$16,582.75 |
| 12606  | 09/27/2023    |  | Accounts Payable | Cosby Oil Company                       | \$10,744.19 |
|        | Invoice       | Description  |                  |   | Amount      |
|        | CL00187       | FUEL FOR CITY VEHICLES 8/21/23-8/31/23             |                  |   | \$10,744.19 |
| 12607  | 09/27/2023    |  | Accounts Payable | DE LAGE LANDEN FINANCIAL SERVICES, INC. | \$2,500.85  |
|        | Invoice       | Description  |                  |   | Amount      |
|        | 80985900      | PRINTER COPIER LEASE OCTOBER 2023                  |                  |   | \$2,500.85  |
| 12608  | 09/27/2023    |  | Accounts Payable | DIEGO'S AUTO REPAIR                     | \$11,660.36 |
|        | Invoice       | Description  |                  |   | Amount      |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date            | Description                               | Source           | Payee Name                               | Amount     |
|--------|-----------------|---|------------------|--|------------|
|        | 29540           | FLEET REPAIR SVCS                         |                  |  | \$2,755.89 |
|        | 29589           | FLEET REPAIR SVCS                         |                  |  | \$1,411.86 |
|        | 29631           | VEHICLE REPAIR SVCS                       |                  |  | \$7,492.61 |
| 12609  | 09/27/2023      |   | Accounts Payable | Garvey Equipment Company                 | \$38.68    |
|        | Invoice         | Description                               |                  |  | Amount     |
|        | 155782          | REPLACEMENT PARTS FOR LANDSCAPE EQUIPMENT |                  |  | \$38.68    |
| 12610  | 09/27/2023      |   | Accounts Payable | GRM Information Management Services, Inc | \$59.34    |
|        | Invoice         | Description                               |                  |  | Amount     |
|        | 0485618         | MONTHLY FILE STORAGE JULY 2023, HOUSING   |                  |  | \$30.16    |
|        | 0487679         | MONTHLY FILE STORAGE AUGUST 2023, HOUSING |                  |  | \$29.18    |
| 12611  | 09/27/2023      |   | Accounts Payable | Home Depot                               | \$430.02   |
|        | Invoice         | Description                               |                  |  | Amount     |
|        | 763730900       | JANITORIAL SUPPLIES                       |                  |  | \$41.93    |
|        | 764251542       | JANITORIAL SUPPLIES                       |                  |  | \$388.09   |
| 12612  | 09/27/2023      |   | Accounts Payable | I Copy, Inc (ibe digital)                | \$2,275.44 |
|        | Invoice         | Description                               |                  |  | Amount     |
|        | 458838          | CONTRACT OVERAGE CHARGE 8/18/23-9/17/23   |                  |  | \$129.04   |
|        | 458817          | CONTRACT OVERAGE CHARGE 8/17/23-9/16/23   |                  |  | \$2,146.40 |
| 12613  | 09/27/2023      |   | Accounts Payable | John L Hunter & Associates Inc.          | \$8,673.75 |
|        | Invoice         | Description                               |                  |  | Amount     |
|        | PR1MS412307     | NPDES JULY 2023                           |                  |  | \$8,673.75 |
| 12614  | 09/27/2023      |   | Accounts Payable | Lu's Lighthouse Inc.                     | \$1,687.25 |
|        | Invoice         | Description                               |                  |  | Amount     |
|        | 01249733        | SAFETY LIGHTS FOR FLEET                   |                  |  | \$1,687.25 |
| 12615  | 09/27/2023      |   | Accounts Payable | Patricia Saucedo                         | \$75.00    |
|        | Invoice         | Description                               |                  |  | Amount     |
|        | COMSTP091423-PS | COMMISSIONER STIPEND FOR MEETING 9/14/23  |                  |  | \$75.00    |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date           | Description                         | Source           | Payee Name                             | Amount      |
|--------|----------------|-------------------------------------|------------------|--|-------------|
| 12616  | 09/27/2023     |                                     | Accounts Payable | RSG, Inc                               | \$11,707.50 |
|        | Invoice        | Description                         |                  |  | Amount      |
|        | 1010814        | MHP RSO ADMIN SVCS AUGUST 2023      |                  |  | \$11,707.50 |
| 12617  | 09/27/2023     |                                     | Accounts Payable | Rush Truck Centers of California, Inc. | \$5,803.19  |
|        | Invoice        | Description                         |                  |  | Amount      |
|        | 3034142212     | CATALYTIC CONVERTER REPLACEMENT     |                  |  | \$5,803.19  |
| 12618  | 09/27/2023     |                                     | Accounts Payable | S & J Supply Co., Inc.                 | \$362.20    |
|        | Invoice        | Description                         |                  |  | Amount      |
|        | S100217725.001 | ALLOY VALVE/PIPE FOR PRWA           |                  |  | \$362.20    |
| 12619  | 09/27/2023     |                                     | Accounts Payable | S & S LaBarge Golf Inc                 | \$30,536.58 |
|        | Invoice        | Description                         |                  |  | Amount      |
|        | 308            | PAYROLL 8/31/23-9/13/23             |                  |  | \$30,536.58 |
| 12620  | 09/27/2023     |                                     | Accounts Payable | Security Signal Devices                | \$408.00    |
|        | Invoice        | Description                         |                  |  | Amount      |
|        | S-01110052     | SVC CALL FOR RIVERA PARK 9/12/23    |                  |  | \$189.00    |
|        | S-01110055     | SVC CALL FOR ALARM SYSTEM 9/12/23   |                  |  | \$94.50     |
|        | S-01110102     | SVC CALL SMITH PARK 9/12/23         |                  |  | \$94.50     |
|        | R-00458117     | ALARM MONITORING 7/1/23-9/30/23     |                  |  | \$30.00     |
| 12621  | 09/27/2023     |                                     | Accounts Payable | Shoeteria, Inc.                        | \$594.88    |
|        | Invoice        | Description                         |                  |  | Amount      |
|        | 0054964-IN     | SAFETY SHOES FOR CARLOS DEL TORO    |                  |  | \$200.00    |
|        | 0055095-IN     | SAFETY SHOES FOR BRIAN HERNANDEZ    |                  |  | \$196.44    |
|        | 0054965-IN     | SAFETY SHOES FOR DESIREE ALVAREZ    |                  |  | \$198.44    |
| 12622  | 09/27/2023     |                                     | Accounts Payable | Tristar Risk Management                | \$3,450.00  |
|        | Invoice        | Description                         |                  |  | Amount      |
|        | 114436         | GENERAL LIABILITY FEES OCTOBER 2023 |                  |  | \$3,450.00  |
| 12623  | 09/27/2023     |                                     | Accounts Payable | Vulcan Materials Co.                   | \$855.50    |
|        | Invoice        | Description                         |                  |  | Amount      |



City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date           | Description  | Source           | Payee Name                                     | Amount       |
|--------|----------------|--|------------------|--|--------------|
|        | 73776383       | ASPHALT MATERIALS  |                  |  | \$369.46     |
|        | 73778860       | ASPHALT MATERIALS  |                  |  | \$486.04     |
| 12624  | 09/27/2023     |  | Accounts Payable | Water Replenishment District of So. California | \$190,343.39 |
|        | Invoice        | Description  |                  |  | Amount       |
|        | 2023-06-T22-04 | LAB SVCS JANUARY THROUGH JUNE 2023                               |                  |  | \$18,212.00  |
|        | 3853-0723      | GROUND WATER PRODUCTION & ASSESSMENT JULY 2023                   |                  |  | \$172,131.39 |
| 12625  | 09/27/2023     |  | Accounts Payable | Waxie Sanitary Supply                          | \$1,972.42   |
|        | Invoice        | Description  |                  |  | Amount       |
|        | 81979043       | JANITORIAL SUPPLIES FOR PARKS                                    |                  |  | \$1,972.42   |
| 12626  | 09/27/2023     |  | Accounts Payable | Weck Laboratories Inc.                         | \$1,430.00   |
|        | Invoice        | Description  |                  |  | Amount       |
|        | W3I1220        | WATER QUALITY SAMPLING   |                  |  | \$820.00     |
|        | W3I1726        | WATER QUALITY SAMPLING   |                  |  | \$120.00     |
|        | W3I1725        | WATER QUALITY SAMPLING   |                  |  | \$240.00     |
|        | W3I1727        | WATER QUALITY SAMPLING   |                  |  | \$250.00     |
| 12627  | 09/27/2023     |  | Accounts Payable | Willdan Engineering                            | \$50,511.31  |
|        | Invoice        | Description  |                  |  | Amount       |
|        | 00338052       | PROFESSIONAL SVCS THRU 8/25/23, FEDERAL PROCESS ASSIST CIP.50111 |                  |  | \$547.25     |
|        | 00338053       | PROFESSIONAL SVCS THRU 8/25/23, STATE PROCESS ASSIST CIP.50112   |                  |  | \$199.00     |
|        | 00338054       | PROFESSIONAL SVCS THRU 8/25/23, STATE PROCESS SETUP CIP.50110    |                  |  | \$199.00     |
|        | 00338055       | PROFESSIONAL SVCS THRU 8/25/23, LRSP W/ CALTRANS NonCIP.4700     |                  |  | \$364.00     |
|        | 00338056       | PROFESSIONAL SVCS THRU 8/25/23, SET UP NEW GRANTS W/ CALTRANS    |                  |  | \$432.00     |
|        | 00626125       | PROFESSIONAL SVCS THRU 7/28/23, WHITTIER UNDERPASS               |                  |  | \$23,168.06  |
|        | 00418914       | PROFESSIONAL SVCS THROUGH 7/28/23                                |                  |  | \$11,193.00  |
|        | 00418936       | PROFESSIONAL SVCS THROUGH 7/28/23, SLURRY SEAL CM                |                  |  | \$10,123.50  |
|        | 00418945       | PROFESSIONAL SVCS THROUGH 7/28/23, BEVERLY & SAN GABRIEL MEDIAN  |                  |  | \$1,827.00   |
|        | 00626057       | PROFESSIONAL SVCS THROUGH 7/28/23, PR CITY HALL EV CIP 50010     |                  |  | \$2,458.50   |
| 12628  | 09/28/2023     |  | Accounts Payable | Delta Dental (Delta Care)                      | \$2,244.10   |
|        | Invoice        | Description  |                  |  | Amount       |
|        | BE005663193    | DENTAL SERVICES (DHMO) FOR SEPTEMBER 2023                        |                  |  | \$2,244.10   |

City of Pico Rivera  
**AP Warrant Register**

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date       | Description   | Source           | Payee Name                                  | Amount      |
|--------|------------|---|------------------|---|-------------|
| 12629  | 09/28/2023 |   | Accounts Payable | Lincoln Financial Group                     | \$1,464.20  |
|        | Invoice    | Description   |                  |   | Amount      |
|        | 090123     | SUPPLEMENTAL LIFE INSURANCE FOR SEPTEMBER 2023          |                  |   | \$1,464.20  |
| 12630  | 09/28/2023 |   | Accounts Payable | MSA-Dental Pool                             | \$9,074.21  |
|        | Invoice    | Description   |                  |   | Amount      |
|        | 090123     | DENTAL SERVICES (DPPO) FOR SEPTEMBER 2023               |                  |   | \$9,074.21  |
| 12631  | 09/28/2023 |   | Accounts Payable | Nationwide Retirement Solutions             | \$7,259.00  |
|        | Invoice    | Description   |                  |   | Amount      |
|        | 092823     | EMPLOYEE/EMPLOYER CONTRIBUTIONS FOR P/E 09/22/23 (401A) |                  |   | \$7,259.00  |
| 12632  | 09/28/2023 |   | Accounts Payable | Nationwide RS                               | \$1,162.62  |
|        | Invoice    | Description   |                  |   | Amount      |
|        | 092823     | PEHP BENEFIT/DEDUCTION FOR P/E 09/22/23                 |                  |   | \$1,162.62  |
| 12633  | 09/28/2023 |   | Accounts Payable | PRMPCEA                                     | \$637.00    |
|        | Invoice    | Description   |                  |   | Amount      |
|        | 092823     | UNION DUES FOR P/E 09/22/23                             |                  |   | \$637.00    |
| 12634  | 09/28/2023 |   | Accounts Payable | S & S LaBarge Golf Inc                      | \$24,056.36 |
|        | Invoice    | Description   |                  |   | Amount      |
|        | 303_3      | Expense Reimbursement- August 2023                      |                  |   | \$24,056.36 |
| 12635  | 09/28/2023 |   | Accounts Payable | SEIU Local 721                              | \$1,630.06  |
|        | Invoice    | Description   |                  |   | Amount      |
|        | 092823     | UNION DUES FOR P/E 09/22/23                             |                  |   | \$1,630.06  |
| 12636  | 09/28/2023 |   | Accounts Payable | The Lincoln National Life Insurance Company | \$12,508.52 |
|        | Invoice    | Description   |                  |   | Amount      |
|        | 090123     | GROUP LIFE, STD & LTD PREMIUMS FOR SEPTEMBER 2023       |                  |   | \$12,508.52 |

Type EFT Totals:

\$670,779.88

# AP Warrant Register

From Payment Date: 9/01/2023 - To Payment Date: 9/28/2023

| Number | Date | Description | Source | Payee Name | Amount |
|--------|------|-------------|--------|------------|--------|
|--------|------|-------------|--------|------------|--------|

CBC GenOpe - CBC General Operating Totals

**Grand Totals:**

|        |                    |
|--------|--------------------|
| Checks | Transaction Amount |
|        | \$2,386,116.28     |
| EFTs   | Transaction Amount |
|        | \$670,779.88       |
| All    | Transaction Amount |
|        | \$3,056,896.16     |



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** October 10, 2023

**Subject:** CALTRANS GRANT AWARD FOR THE ROSEMEAD/LAKEWOOD BOULEVARD COMPLETE CORRIDOR PROJECT

**Recommendation:**

1. Approve a resolution authorizing the execution of agreements with the California Department of Transportation;
2. Accept the Grant Award in the amount of \$585,334 from the Caltrans Sustainable Transportation Planning Grant Program for the Rosemead/Lakewood Boulevard Complete Corridor Project – Vision Master Plan;
3. Amend the fiscal year (FY) 2023-2024 budget by transferring \$30,000 in Landscaping and Lighting District (LLD) (Fund 230) to the General Fund (Fund 100) and then transfer from the General Fund to the Capital Improvement Program Fund (CIP Fund 400). The City intends to utilize eligible resources in the LLD fund to address the needs of this critical capital project; and
4. Amend the FY 2023-24 budget by appropriating \$585,334 in Account No. 699.70.7300-54500-CIP.30059 and \$30,000 in Account No. 400.70.7300-54500-CIP. 30059.

**Fiscal Impact:**

Caltrans is awarding the City of Pico Rivera (City) a \$585,334 grant (Account No. 699.00.0000-45000) from the Sustainable Transportation Planning Grant Program. The City's total local match requirement is \$75,836, of which \$30,000 is a cash contribution from the Landscaping and Lighting District Fund (Account No. 230.98.9800-56900) to the General Fund (Account No. 100.00.0000-47900) and from the General Fund (Account No. 100.98.9800-56900) to the CIP Fund (Account No. 400.00.0000-47900); \$45,836 is committed as in-kind staff time from the General Fund as approved in the FY 2023-2025 Budget. A total of \$615,334 will be appropriated, including \$585,334 in Account No. 699.70.7300-54500-CIP.30059 and \$30,000 in Account No. 400.70.7300-54500-CIP. 30059.

## **Background:**

The California Department of Transportation (Caltrans) issued a competitive call for grant proposals for their FY 2023-24 Sustainable Transportation Planning Grant Program with a proposal due date in March 2023. The Grant Program was created to support Caltrans' mission: *provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.*

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017) – The Road Repair and Accountability Act of 2017, a transportation funding bill that provides a reliable fund source to maintain and integrate the state's multi-modal transportation system. In addition to the \$9.5 million in traditional state and federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for each grant cycle.

The State-funded Sustainable Communities grants (\$29.5 million) are intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies/Alternative Planning Strategies (SCS/APS) (where applicable) and to ultimately achieve the state's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

The State-funded Climate Adaptation Planning grants (\$50 million) enacted with Senate Bill 198 (Committee on Budget and Fiscal Review, Chapter 71, Statutes of 2022), will support local and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level adaptation planning to identify adaptation projects and strategies for transportation infrastructure.

The federal-funded Strategic Partnerships and Strategic Partnership Transit grants (\$4.5 million) support Federal Planning Factors and address state highway/transit issues of regional, interregional, and/or statewide significance, in partnership with Caltrans.

Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multimodal transportation system. These grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits. The period of grant fund availability spans over three (3) FYs and approximately 27 months for grant project activities after the grant agreement is executed and Caltrans issues a Notice to Proceed. Refer to Chapter 9.2 for details regarding the anticipated grant project start and expiration dates.

A total of 161 applications were received with requests totaling approximately \$66.8 million. Of these applications, 90 are being awarded, totaling approximately \$41.6 million. In addition, Metropolitan Planning Organizations (the federally designated regional

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
CALTRANS GRANT FOR THE ROSEMEAD/LAKEWOOD BOULEVARD COMPLETE  
CORRIDOR PROJECT  
Page 3 of 5

planning areas) will receive \$12.5 million in Sustainable Communities Formula grants to further their RTP/SCS. The City has been selected as one-of-eight applicants in Caltrans District 7 to be awarded a grant. The other awardees include the County of Los Angeles, the City of Los Angeles (2), Santa Monica, Maywood, Lomita, and Bell Gardens (2). Pico Rivera received the second highest grant award in Caltrans District 7.

This is the same grant program that is currently funding the City's Historic Whittier Boulevard Multimodal Plan.

### **Discussion:**

The impacts of climate change have compelled governments worldwide to undertake aggressive actions and policies to reduce Global Greenhouse Gas (GHG) emissions, reduce Vehicles Miles Traveled (VMT), reduce energy demands, and to improve global climate resilience. For metropolitan regions in the United States, national transportation policy is shifting from vehicle-dominated roads to *Complete Streets* that prioritize safety for people, contribute to environmental sustainability, and promote transit-oriented development. In furtherance of these goals, the State of California and our regional planning organization – the Southern California Association of Governments – are investing heavily in multimodal programs that emphasize mass transit (commuter rail, light rail, and bus rapid transit), active transportation (Class-I & IV bikeways), micro electric vehicles, and transit-oriented development. At the County level, LA Metro is steadily advancing a robust light-rail transit expansion program, including projects such as the Eastside Gold Line Extension (E-Line), the West Santa Ana Branch, Foothill Gold Line Extension, and many others.

In anticipation of these multi-billion-dollar transformative projects, cities within the San Gabriel Valley and Gateway sub-region have been independently planning multimodal improvements along Rosemead/Lakewood Boulevard. In the City of Temple City, for example, the City installed a Class-IV protected bikeway with bioswales, landscaping, artwork, signage, and other beautification elements. South El Monte and unincorporated Whittier Narrows also recently developed a plan to enhance safety for pedestrians, bicyclists, and other vulnerable road users. Similarly, in 2019, the cities of Pico Rivera, Downey, Paramount, Bellflower, Lakewood, and Long Beach approved a complete streets master plan along Rosemead/Lakewood Boulevard. Building on those efforts, the San Gabriel Valley (SGV) Council of Governments and LA Metro commissioned a study to evaluate the feasibility of a bus rapid transit corridor along Rosemead/Lakewood Boulevard that would connect the Angeles National Forest to the Pacific Ocean. These various and ongoing efforts gave rise to a common denominator and a shared goal: to convert the boulevard into a multimodal corridor.

The City of Pico Rivera recognized an opportunity to complement the SGV efforts and positioned itself as a leader in the Gateway Cities and initiated a campaign to build

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
CALTRANS GRANT FOR THE ROSEMEAD/LAKEWOOD BOULEVARD COMPLETE  
CORRIDOR PROJECT  
Page 4 of 5

support, seek funding, and advance the project. Since inception, LA Metro invested \$250,000 to conduct a technical corridor assessment and found that the corridor possesses ample opportunity to streamline existing services, enhance rapid bus service, improve connectivity and access to the expanding light-rail system, and stimulate new transit-oriented development throughout the corridor, all of which align with regional, state, national and global climate goals.

Pico Rivera staff has been successful in securing formal support from federal, state, and regional legislators, agencies, departments, as well as non-governmental organizations such as the building trades, community organizations, transit agencies, universities and colleges, and others. In June 2023, the Long Beach City Council voted to officially endorse the project and directed staff to explore a partnership with the City of Pico Rivera and provide legislative support.

The Rosemead/Lakewood Blvd. Complete Corridor Vision Master Plan will undertake a collaborative, community-based planning effort to:

- Building on Metro's Corridor Technical Assessment and update the existing Complete Streets Master Plan developed by the Gateway Cities COG.
- Re-engage the corridor technical advisory committee comprised of technical staff from each city to provide guidance, insights, and lend expertise.
- Based on the Smart Mobility Framework and Complete Streets principles, develop a community-driven vision, roadway design alternatives, service scenarios, transit-oriented land-use considerations, and an implementation strategy to implement a high-quality, multi-modal corridor.
- Conduct extensive public participatory processes to identify strategies that improve safety, promote active modes of transportation, support first and last-mile connections to transit, and promote infill and revitalization.
- Support the State and Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) goals of reducing vehicle miles traveled and GHG emissions, maximizing mobility and accessibility, preserving and ensuring a sustainable regional transportation system, protecting the environment, and supporting healthy and equitable communities.

#### Project Timeline

Upon acceptance of the Grant, City staff will schedule a project coordination kick-off meeting by November of 2023. The following months will be dedicated to formulating a public participation plan and procuring a professional service provider with expertise in urban planning and design, transportation, civil engineering, and community

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
CALTRANS GRANT FOR THE ROSEMEAD/LAKEWOOD BOULEVARD COMPLETE  
CORRIDOR PROJECT  
Page 5 of 5

engagement. The community-oriented planning process is expected to commence in spring of 2024. An initial draft of the plan is expected to circulate by Fall of 2024. After incorporating and responding to comments, the final plan is expected to be brought to City Council for formal adoption in the Spring of 2026.

**Conclusion:**

Efforts to revitalize Rosemead Boulevard by promoting new economic development, improving regional mobility, enhancing safety for vulnerable road users is well aligned with the following Council approved priorities within the Pico Rivera Strategic Plan:

|                                   |                              |
|-----------------------------------|------------------------------|
| - Economic Development & Land Use | - Health, Wellness, & Safety |
| - Infrastructure                  | - Community Engagement       |

Staff recommend approving the resolution to accept the Caltrans Sustainable Transportation Planning Grant award.



Steve Carmona

SC:JH:smc

Enclosure: 1) Resolution



RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR ROSEMEAD/LAKEWOOD BOULEVARD COMPLETE CORRIDOR PROJECT - VISION MASTER PLAN**

**WHEREAS**, the City of Pico Rivera (“City”) is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

**WHEREAS**, a restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs;

**WHEREAS**, The City wishes to delegate authorization to execute these agreements and any amendments thereto;

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

**SECTION 1.** The above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** The City Council of the City of Pico Rivera does hereby authorize the City Manager, or their designee, execute the agreements herein by reference.

**SECTION 3.** The City Clerk shall attest to the passage of this resolution, and it shall thereupon be in full force and effect.

**APPROVED AND PASSED this 10<sup>th</sup> day of October 2023.**

\_\_\_\_\_  
Eric Lutz, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Ayala, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** October 10, 2023  
**Subject:** CONTRIBUTIONS TO COMMUNITY ORGANIZATIONS

**Recommendation:**

1. Authorize the City Manager to make contributions to not-for-profit community organizations that provide services that support the City's strategic priorities for an amount not to exceed \$5,000 annually.

**Fiscal Impact:**

The fiscal year (FY) 2023-24 General Fund Operating Budget includes sufficient funds to support these activities. No additional appropriations are needed at this time.

**Background:**

Public agencies in the State of California can contribute to charity organizations if the charity provides a service that is common or helpful to the one provided by the public agency, when there is a benefit to the public agency, or when the charity provides a service which is compatible with the City's priorities. One of the City of Pico Rivera's Strategic Priorities is to ensure the Public Health, Safety, and Wellness of the community. From time to time, the City has the opportunity to support local organizations' activities that provide community-wide benefits.

**Discussion:**

This report provides an overview of the contributions made by the City to charitable organizations. Charitable contributions from government entities play a crucial role in addressing various social and community needs.

The City recognizes the importance of supporting charitable organizations in addressing a wide range of social issues, including education, healthcare, environmental conservation, and disaster relief. These contributions are typically made through various channels, including grants, contracts, and partnerships.

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
CONTRIBUTIONS TO COMMUNITY ORGANIZATIONS  
Page 2 of 2

Occasionally, the City has the chance to offer sponsorships to organizations that align with and support the City's Strategic Priorities. The City Manager requests authorization to provide such contributions up to an amount not to exceed \$5,000 in total to those organizations that meet the City's strategic goal of Health, Safety, and Wellness.

**Conclusion:**

The City's contributions to charitable organizations are an essential component of our efforts to address a wide range of social and community needs. By providing financial support and fostering collaboration, the City plays a vital role in improving the quality of life for its residents and promoting the welfare of its communities. Continuous evaluation and refinement of funding mechanisms and accountability measures will ensure the effectiveness of these contributions in the years to come.



Steve Carmona

SC:AG:smc



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** October 10, 2023  
**Subject:** AMENDMENT NO. 1 TO MAINTENANCE SERVICES AGREEMENT WITH SEACLIFF MECHANICAL SERVICES FOR THE RIVERA PARK BANQUET ROOM EMERGENCY REPLACEMENT OF HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UNIT(S)

**Recommendation:**

1. Approve Amendment No. 1 to Maintenance Services Agreement No. 23-2225 with Seacliff Mechanical Services, to amend the contract in the amount of \$12,143 for an amount not-to-exceed \$187,201 for the HVAC replacement at 9530 Shade Lane, Rivera Park Banquet Room, which was previously constituted an emergency; and
2. Authorize the City Manager to execute Amendment No. 1 to Maintenance Services Agreement No. 23-2225 in a form approved by the City Attorney.

**Fiscal Impact:**

The fiscal year (FY) 2023-24 Adopted Budget (Account No. 100.40.4031-54500) has sufficient funding to cover the cost of the additional repairs necessary for the emergency HVAC replacement.

**Discussion:**

The HVAC system for the Rivera Park Banquet Room has experienced numerous issues in the last few years, requiring substantial repairs. The City of Pico Rivera (City), in accordance with the Municipal Code Section 3.48.110, and in accordance with Public Contract Section 22035, declared a public emergency. Since this work has been declared an emergency, the City proceeded at once to replace or repair any public facility without adopting plans, specifications, strain sheets, working details, or giving notice for bids.

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
AMENDMENT NO. 1 TO MAINTENANCE SERVICES AGREEMENT WITH SEACLIFF  
MECHANICAL SERVICES FOR THE RIVERA PARK BANQUET ROOM EMERGENCY  
REPLACEMENT OF HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)  
UNIT(S)

Page 2 of 2

The request for emergency work is also requested due to an unexpected and urgent request where health and safety are at risk. Staff solicited Request for Quotes for the emergency replacement of the HVAC system at the Rivera Park Banquet Room. The lowest bidder was determined to be Seaclyff Mechanical Services and they were awarded the contract and directed to proceed with the HVAC replacement. On July 7, 2023, the City Council approved Resolution No. 7292 ratifying the emergency repair.

Upon starting the project, it was determined that additional scope of work would be necessary to accommodate the new HVAC system. To avoid delays in the project, staff reviewed the additional work and approved the work to proceed. The Rivera Park Banquet Room needed additional work due to its outdated infrastructure, resulting in an additional cost of \$12,143.

The work consisted of the items below:

| <b>Scope of Work</b>                             | <b>Unit</b> | <b>Amount</b>   |
|--|-------------|-----------------|
| Replacement of emergency exit lights             | L.S.        | \$2,300         |
| Furnish and installation of single-zone controls | L.S.        | \$4,021         |
| Furnish and installation of structural bolsting  | L.S.        | \$4,500         |
| Removal and reinstallation of speaker system     | L.S.        | \$572           |
| Relocation of existing water heater              | L.S.        | \$750           |
| <b>Change Order Total</b>                        |             | <b>\$12,143</b> |

**Conclusion:**

Due to the immediate attention required, staff recommends that the City Council confirm the additional scope of work amount and authorize payment to Seaclyff Mechanical Services in the amount of \$12,143 for the additional necessary work for the emergency work completed (the total revised contract amount not-to-exceed \$187,201) and to approve Amendment No. 1 to Maintenance Services Agreement No. 23-2225.



Steve Carmona

SC:NN:ML:np

Enclosure: 1) Amendment No. 1 to Agreement No. 23-2225

**AMENDMENT NO. 1  
TO THE MAINTENANCE SERVICES AGREEMENT  
WITH SEACLIFF MECHANICAL SERVICES, AGREEMENT NO. 23-2225**

**THIS AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH SEACLIFF MECHANICAL SERVICES, AGREEMENT NO. 23-2225** (“Amendment No. 1”), effective as of August 1, 2023, is made and entered into by and between the CITY OF PICO RIVERA (“CITY”), and Seacliff Mechanical Services, (“CONTRACTOR”).

**RECITALS**

- A. CITY and CONTRACTOR (collectively referred to as the “PARTIES”) have previously executed that certain *Agreement No. 23-2225 City of Pico Rivera Maintenance Services Agreement* (“Agreement”) relating to maintenance services in the City of Pico Rivera.
- B. The PARTIES desire to amend Sections 2 and 7 of the Agreement as set forth herein,

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.**

In accordance with Section 2. EXTRA WORK of the Agreement, the Scope of Work included in the Agreement shall hereby be supplemented with Contractor’s proposal attached hereto as Exhibit A to this Amendment No. 1. Exhibit A is hereby incorporated by reference into the Agreement.

**2. COMPENSATION.**

As compensation for the Scope of Services associated with the EXTRA WORK included in Exhibit A total change order amount is \$12,143. Therefore, the Contract Sum in Section 7 of the Agreement shall hereby be increased to an amount not to exceed One Hundred Eighty-Seven Two Hundred and One Dollars (\$187,201) in accordance with the prices as submitted in Exhibit A.

**3. EFFECT OF AMENDMENTS.**

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONTRACTOR shall remain in full force and effect. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

**SEACLIFF MECAHNICAL SERVICES**

**4. EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth in the introductory paragraph above.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”  
CITY OF PICO RIVERA

“CONTRACTOR”  
Seacliff Mechanical Services

\_\_\_\_\_  
Steve Carmona, City Manager

\_\_\_\_\_  
Jason Webber, Owner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Cynthia Ayala, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**EXHIBIT A**  
**(Scope of Work)**



**Reference : Rivera Park | 9530 Shade Ln. Pico Rivera, CA 90660****CHANGE ORDER**

While performing agreed upon scope of work, Seaclyff Mechanical Services was asked to perform the additional scope of work per below:

**SCOPE OF WORK****Replace existing Exit Signs - \$ 2,300**

Remove and properly dispose of six (6) exit signs  
Furnish and install six (6) Exit signs at current location.  
Perform test for proper operations.

**Single Zone Controls - \$4,021**

Furnish and install one (1) new controller to operate three (3) systems together.  
Furnish and install control relays for proper communication of three (3) units.  
Furnish and install low voltage thermostat wire from units to Controller located in Storage Room.  
Furnish and install averaging temperature remote sensors as required to read temperature at areas served.  
Start-up and test for proper operations.

**Structural Bolstering – \$ 4,500**

Furnish and install structural bolstering materials to suspend three (3) new fan coil units.  
Materials including lumber, hanger, fasteners, and angle brackets.

**Remove and re-install Speakers - \$ 572**

Remove and re-install speakers to allow City Personnel to paint the speaker grille face.  
Remove and re-connect Speaker wires to each speaker.

**Relocating Existing Water Heater - \$ 750**

Remove and Re-locate one (1) existing water heater.  
Furnish and install materials to fasten existing water heater to storage room wall.  
Furnish and install gas piping materials to extend existing gas line supply to existing water heater.  
Furnish and install copper piping materials for water distribution.  
Perform start-up and test unit for proper operations.

**CHANGE ORDER AMOUNT ..... \$ 12,142.50**

**ACCEPTANCE**

If this proposal meets with your approval, please authorize commencement of work by signing below and returning to us. Please assign a purchase number and amount. Signature below also indicates acceptance of attached Terms & Conditions.

To accept this quotation, sign here and return:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for the opportunity to earn your business.

José Jasso

[jose@SeacliffMechanical.com](mailto:jose@SeacliffMechanical.com)

O: (657) 464-2614

C: (714) 944-5982



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** October 10, 2023  
**Subject:** AMENDMENT NO. 3 TO MAINTENANCE SERVICES AGREEMENT WITH GENERAL BUILDING MANAGEMENT COMPANY FOR JANITORIAL SERVICES

**Recommendation:**

1. Approve Amendment No. 3 to Maintenance Services Agreement No. 19-1915 with General Building Management Company, amending the contract to an amount not-to-exceed \$105,346 and exercising the second one-year optional extension for janitorial services extending the term to October 22, 2024; and
2. Authorize the City Manager to execute Amendment No. 3 to Maintenance Services Agreement No. 19-1915 in a form approved by the City Attorney.

**Fiscal Impact:**

The fiscal year (FY) 2023-24 adopted budget under Account No. 100.40.4031-54500 (Facilities Maintenance, Contracted Services) has adequate appropriations to cover the annual \$105,346 cost for the recommended amendment. This amount represents a 5%, or \$6,720 increase to the contract in FY 2023-24. The addition of one more day of services to both Pico Rivera Libraries and the elimination of additional cleaning services due to COVID-19 at both Pico Rivera Libraries resulted in a contract reduction of \$54,084 annually. No additional appropriation is required at this time. The net impact on the annual contract amount is savings of approximately \$47,000.

**Discussion:**

The City utilizes contract services to supplement in-house maintenance services, including janitorial services for all City buildings. The goal is to maintain City buildings in a clean, safe, and good condition. On October 22, 2019, following a competitive process, the City entered into an agreement with General Building Management (GBM) to provide janitorial services for City buildings for an annual amount of \$87,785. The contract term is for three (3) years (expiring October 21, 2022), with two, one-year optional renewals.

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
 AMENDMENT NO. 3 TO MAINTENANCE SERVICES AGREEMENT WITH GENERAL  
 BUILDING MANAGEMENT CO. FOR JANITORIAL SERVICES

Page 2 of 3

The City approved Amendment No. 1 to Agreement No. 19-1915 in October 2021. This amendment provided additional cleaning services due to COVID-19 for the Pico Rivera Library and the Rivera Library, as requested by Los Angeles County Library staff. The cost of these additional services was \$54,084 per year and was reimbursed by the Los Angeles County Library. The total cost for the annual services was \$141,869, which included the \$87,785 yearly regular service amount.

In October 2022, the City approved Amendment No. 2 to Agreement No. 19-1915, which included a 7% increase in regular service costs to account for labor and material costs, which amounted to an annual amount of \$93,930. During this time, the additional cleaning services for the Los Angeles County Libraries also continued and reimbursed by L.A. County.

The two one-year renewal options are subject to mutual agreement. GBM has requested a 5% increase in the cost of regular services (Exhibit B-3 of Amendment No. 3) to account for labor and materials cost increases since October 2022, amounting to \$98,626 annually. In addition to the 5% rate increase, the Los Angeles County Library has requested an additional service day for both Pico Rivera libraries, amounting to \$6,720 that the City will fund (in FY 2023-24) in accordance with Agreement No. PL-PRV-01. The new annual total amount is \$105,346.

In addition to approving Amendment No. 3 in the amount of \$105,346, it is necessary to modify the fee schedule to reflect the discontinuation of further COVID-19 cleaning services.

|                            | <b>MSA 19-1915</b> | <b>Amendment #1</b> | <b>Amendment #2</b> | <b>Amendment #3</b> | <b>Current Year's Increase (Reduction)</b> |
|----------------------------|--------------------|---------------------|---------------------|---------------------|--|
| <b>City</b>                | \$87,785           | \$87,785            | \$93,930            | \$98,626            | \$ 4,696                                   |
| <b>L.A. County Library</b> |                    | \$54,084            | \$57,870            | \$6,720             | (\$51,150)                                 |
| <b>Total</b>               | <b>\$87,785</b>    | <b>\$141,869</b>    | <b>\$151,800</b>    | <b>\$105,346</b>    | <b>(\$46,453)</b>                          |

**Conclusion:**

GBM has been working under the current janitorial contract since October 2019, and staff is satisfied with their performance. Staff recommends that the City Council approve

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
AMENDMENT NO. 3 TO MAINTENANCE SERVICES AGREEMENT WITH GENERAL  
BUILDING MANAGEMENT CO. FOR JANITORIAL SERVICES

Page 3 of 3

Amendment No. 3 to their contract in the amount of \$105,346, an additional \$6,720 per year, for FY 2023-24 and to exercise the second one-year option for renewal.



Steve Carmona

SC:NN:ML:np

- Enclosures:
- 1) Amendment No. 3 to Agreement 19-1915
  - 2) Amendment No. 2 to Agreement 19-1915
  - 3) Amendment No. 1 to Agreement 19-1915
  - 4) Maintenance Services Agreement 19-1915

**AMENDMENT NO. 3 TO AGREEMENT NO. 19-1915  
MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF PICO RIVERA AND  
GENERAL BUILDING MANAGEMENT COMPANY**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 19-1915 MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND GENERAL BUILDING MANAGEMENT COMPANY** (“Amendment No. 3”), effective as of the date specified in paragraph 5 hereof, is made and entered into by and between the CITY OF PICO RIVERA (“City”), and GENERAL BUILDING MANAGEMENT CO., a California corporation (“Contractor”).

**RECITALS**

- A. City and Contractor (collectively referred to as the “Parties”) have previously executed that certain *Agreement No. 19-1915 Maintenance Services Agreement Between the City of Pico Rivera and General Building Management* dated October 22, 2019, as amended by *Amendment No. 1 to Maintenance Services Agreement No. 19-1915* dated October 26, 2021, and *Amendment No. 2 to Agreement No. 19-1915 Maintenance Services Agreement*, dated October 25, 2022 (collectively “Agreement”), relating to janitorial services in the City of Pico Rivera.
- B. The Parties desire to amend said Agreement as set forth herein, pursuant to Sections 3 and 37 of the Agreement.

**NOW, THEREFORE, THE PARTIES AGREE THAT THE AGREEMENT SHALL BE AMENDED AS FOLLOWS:**

**1. EXTENSION OF TERM**

In accordance with Section 3 of the Agreement, the Parties hereby agree to extend the Term of the Agreement by exercising the second of two optional renewals. The Term of the Agreement is hereby extended to October 22, 2024.

**2. FEE SCHEDULE**

Exhibit A of the Agreement shall hereby be supplemented with the Fee Schedule proposed by Contractor, attached hereto and incorporated into the Agreement as Exhibit A, applicable to any Services performed by Contractor after October 22, 2023.

**3. COMPENSATION**

In consideration of the Services provided by Contractor for the extended Term, the not to exceed a total maximum compensation under Section 7 of the Agreement shall hereby be increased by an amount of One Hundred Five Thousand Three Hundred Forty-Six Dollars (\$105,346).

**4. EFFECT OF AMENDMENTS**

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

**5. EFFECTIVE DATE**

Unless otherwise specified herein, this Amendment No. 3 shall become effective as of the date set forth below on which the last of the parties, whether City or Contractor, executes this Amendment No. 3.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

“City”  
CITY OF PICO RIVERA

“Contractor”  
GENERAL BUILDING MANAGEMENT CO.

\_\_\_\_\_  
Steve Carmona, City Manager

\_\_\_\_\_  
Charles Han, Vice President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Cynthia Ayala, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**EXHIBIT A**

(Fee Schedule



**ATTACHMENT 5**

**PROPOSED FEE SCHEDULE FORM  
SUBMIT WITH PROPOSAL**

COMPANY NAME: General Building Management Co.

The Contractor declares that they have carefully examined the proposed work, that they have examined the Scope of Work and hereby proposes to do all work required to complete the said work or the unit price(s) as outlined in the Proposed Fee Schedule Form.

| Facility                       | Daily Services  | Shampoo Upholstered Furniture | Hard Floors Stripped and Waxed | Carpet Cleaning | High Dusting Above 6' | Inside /Outside Window Cleaning | Total Annual Cost |
|--------------------------------|---|-------------------------------|--------------------------------|-----------------|-----------------------|---------------------------------|-------------------|
| City Hall                      | 5   | 4                             | 4                              | 4               | 2                     | 2                               | \$28,374.47       |
| City Hall West                 | 5   | 4                             | 4                              | 4               | 2                     | 2                               | \$14,591.70       |
| Public Works Yard              | 4   | 4                             | 4                              | 4               | 2                     | 2                               | \$7,700.30        |
| Parks and Recreation           | 5   | 4                             | 4                              | 4               | 2                     | 2                               | \$7,700.30        |
| Pico Rivera Library            | 5   | 4                             | 4                              | 4               | 2                     | 2                               | \$33,750.47       |
| Rivera Library                 | 5   | 4                             | 4                              | 4               | 2                     | 2                               | \$13,228.37       |
| Total Contract Amount          |   |                               |                                |                 |                       |                                 | \$105,345.61      |
| Total contract amount in words | One hundred five thousand three hundred forty five and 61/100 |                               |                                |                 |                       |                                 |                   |

**AMENDMENT NO. 2 TO AGREEMENT NO. 19-1915  
MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF PICO RIVERA AND  
GENERAL BUIDLING MANAGEMENT COMPANY**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 19-1915 MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND GENERAL BUIDLING MANAGEMENT COMPANY** ("Amendment No. 2"), effective as of the date specified in paragraph 5 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("City"), and GENERAL BUILDING MANAGEMENT CO., a California corporation ("Contractor").

**RECITALS**

- A. City and Contractor (collectively referred to as the "Parties") have previously executed that certain *Agreement No. 19-1915 Maintenance Services Agreement Between the City of Pico Rivera and General Building Management* dated October 22, 2019, as amended by *Amendment No. 1 to Maintenance Services Agreement No. 19-1915* dated October 26, 2021 ("Agreement"), relating to janitorial services in the City of Pico Rivera.
- B. The Parties desire to amend said Agreement as set forth herein, pursuant to Sections 3 and 37 of the Agreement.

**NOW, THEREFORE, THE PARTIES AGREE THAT THE AGREEMENT SHALL BE AMENDED AS FOLLOWS:**

**1. EXTENSION OF TERM**

In accordance with Section 3 of the Agreement, the Parties hereby agree to extend the Term of the Agreement by exercising the first of two optional renewals. The Term of the Agreement is hereby extended to **October 22, 2023**.

**2. FEE SCHEDULE**

Exhibit B of the Agreement shall hereby be supplemented with the Fee Schedule proposed by Contractor, attached hereto and incorporated into the Agreement as Exhibit B-2, applicable to any Services performed by Contractor after October 22, 2022.

**3. COMPENSATION**

In consideration of the Services provided by Contractor for the extended Term, the not to exceed a total maximum compensation under Section 7 of the Agreement shall hereby be increased by an amount of One Hundred Forty-Eight Thousand Nine Dollars and Four Cents (**\$148,009.04**).

**4. EFFECT OF AMENDMENTS**

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

**5. EFFECTIVE DATE**

Unless otherwise specified herein, this Amendment No. 2 shall become effective as of the date set forth below on which the last of the parties, whether City or Contractor, executes this Amendment No. 2.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

"City"  
CITY OF PICO RIVERA

"Contractor"  
GENERAL BUILDING MANAGEMENT CO.

  
\_\_\_\_\_  
Steve Carmona, City Manager

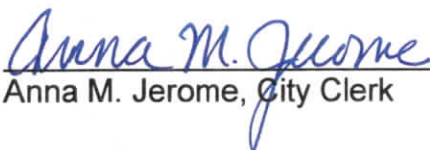
  
\_\_\_\_\_  
Charles Han, Vice President

Dated: 10-25-22

Dated: 10/24/2022

ATTEST:

APPROVED AS TO FORM

  
\_\_\_\_\_  
Anna M. Jerome, City Clerk

  
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney



Total Contract  
Amount

\$148,009.04

The Contractor declares that they have carefully examined the proposed work, that they have examined the Scope of Work and hereby proposes to do all work required to complete the said work or the unit price(s) as outlined in the Fee Schedule.

|   |  |
|---|--|
| Total<br>contract<br>amount in<br>words | One hundred forty eight thousand nine dollars and 04/100 |
|---|--|

**AMENDMENT NO. 1  
TO THE MAINTENANCE SERVICES AGREEMENT NO. 19-1915 FOR  
JANITORIAL SERVICES WITH GENERAL BUILDING MANAGEMENT COMPANY**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 19-1915 MAINTENANCE SERVICES AGREEMENT FOR JANITORIAL SERVICES WITH GENERAL BUILDING MANAGEMENT CO.** ("Amendment No. 1"), effective as of the date specified in paragraph 3 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and General Building Management Co., ("CONTRACTOR").

**RECITALS**

- A. CITY and CONTRACTOR (collectively referred to as the "Parties") have previously executed that certain *Agreement No. 19-1915 Maintenance Services Agreement* ("Agreement") relating to janitorial services in the City of Pico Rivera.
- B. The Parties desire to amend said Agreement as set forth herein, pursuant to Sections 2 and 35 of the Agreement for additional services for the Library Facilities related to schedule changes and COVID-19 cleaning protocols.

**NOW, THEREFORE, THE PARTIES AGREE THAT THE AGREEMENT SHALL BE AMENDED AS FOLLOWS:**

**1. MODIFICATION OF CONSULTANT'S COMPENSATION.**

The compensation to be paid by CITY to CONTRACTOR under Section 7. Compensation shall be hereby amended in its entirety to read as follows:

In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed a total maximum compensation of Three Hundred Forty-Eight Thousand Five Hundred Four Dollars eighty seven thousand seven hundred eighty four and 00/100 dollars (\$348,504.00), in accordance with the prices as submitted in Exhibit B.

**2. EFFECT OF AMENDMENTS.**

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

**3. EFFECTIVE DATE.**

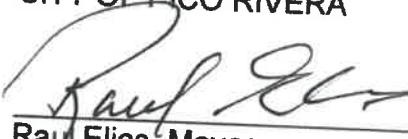
Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONTRACTOR, executes this Amendment No. 1.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.



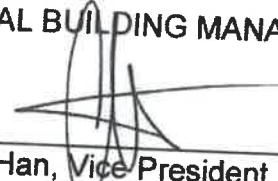
Amendment No. 1  
Janitorial Services Agreement  
GENERAL BUILDING MANAGEMENT COMPANY  
Page 2 of 2

"CITY"  
CITY OF PICO RIVERA

  
\_\_\_\_\_  
Raul Elias, Mayor

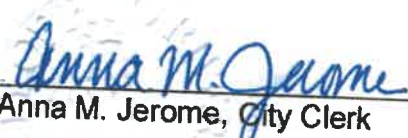
Dated: 10/26/21

"CONTRACTOR"  
GENERAL BUILDING MANAGEMENT CO.

  
\_\_\_\_\_  
Charles Han, Vice President

Dated: 10/26/21

ATTEST:

  
\_\_\_\_\_  
Anna M. Jerome, City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AGREEMENT NO. 19-1915****MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF PICO RIVERA AND  
GENERAL BUILDING MANAGEMENT**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of October 22, 2019, by and between the CITY OF PICO RIVERA, a California municipal corporation ("City") and General Building Management, a company, ("Contractor"), DIR registration number is JS-LR-1000464208.

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

**1. Scope of Services**

Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for Janitorial Services ("Services"), as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Proposed Fee Schedule Form, a copy of which is attached hereto as Exhibit B 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. Extra Work**

Extra work, when ordered in writing by the Director of Public Works or designee 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.

**3. Term**

This Agreement shall become effective on the date first set forth above and shall remain in effect for three (3) years expiring on October 22, 2022 unless sooner terminated as hereinafter provided. The Agreement shall have two (2) one-year optional renewals, based on mutual agreement between the Parties indicated in an amendment to extend the contract term, signed by both Parties. In no event shall this agreement extend beyond October 22, 2024.

**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. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

**5. Time**

Time is of the essence in this Agreement.

**6. Force Majeure**



**5. Time**

Time is of the essence in this Agreement.

**6. Force Majeure**

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. Compensation**

In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed eighty seven thousand seven hundred eighty four and 23/100 dollars (\$87,784.23), in accordance with the prices as submitted in Exhibit B.

**8. Payments**

Contractor shall submit to City an invoice monthly, at a minimum, 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. Taxes**

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. Audit**

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. Unresolved Disputes**

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 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 claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This 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. Termination**

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, 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. Workers' Compensation Acts not Limiting**

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. Insurance Requirements not Limiting

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. Survival of Terms

Contractor's indemnifications and obligations under this Section 13 shall survive the expiration or termination of this Agreement.

E. Nonwaiver of Rights

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. Waiver of Right of Subrogation

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

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

A. Minimum Scope and Limits of Insurance

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 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. Acceptability of Insurers**

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. Additional Insured**

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. Primary and Non-Contributing**

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. Contractor's Waiver of Subrogation**

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. Deductibles and Self-Insured Retentions**

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. City Remedy for Noncompliance**

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. Evidence of Insurance**

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. Indemnity Requirements not Limiting**

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. Subcontractor Insurance Requirements**

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. Subcontractors**

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. Familiarity with Work**

By executing this Agreement, Contractor represents that it has:

- A. Thoroughly investigated and considered the scope of services to be performed;
- B. Carefully considered how the services should be performed; and
- C. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

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. Hazardous Materials and Unknown Conditions**

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.

City shall promptly investigate the reported conditions. If City, through its Director of 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. Utilities Relocation**

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 laws 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. Intentionally Deleted**

**21. Workers' Compensation Insurance**

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. Nondiscriminatory Employment**

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. Debarred, Suspended or Ineligible Contractors**

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 or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

**24. Compliance with Laws**

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. Payment Bond**

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 and incorporated herein by this reference.

**26. Substitution of Securities**

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.

**27. Contractor's Representations**

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. Conflicts of Interest**

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. Third Party Claims**

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. Applicable Law**

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. 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.

**33. Titles**

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. Authority**

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. Integration; Amendment**

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. Incorporation by Reference**

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. Entire Agreement**

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. Construction**

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.

**39. 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.

**40. Notice**

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:

Monica Heredia, P.E.  
Public Works Deputy Director / City Engineer  
City of Pico Rivera  
6615 Passons Blvd  
Pico Rivera, CA 90660

To Contractor:

Charles Han  
Vice President  
General Building Management Co.  
5900 S. Eastern Avenue, Unit #125  
Commerce, CA 90040

**41. Counterparts**

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. Severability**

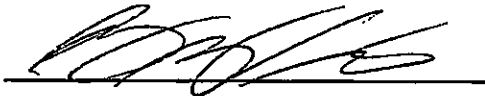
If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Maintenance Services Agreement  
General Building Management  
Page 15 of 33

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

"CITY"

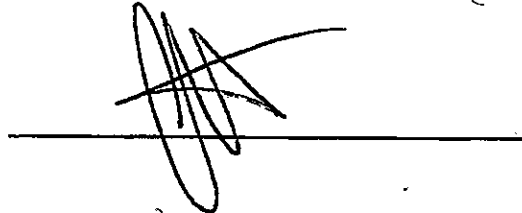
CITY OF PICO RIVERA



Brent A. Tercero, Mayor

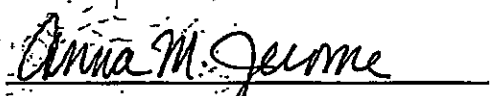
Dated: 10/25/19

"CONTRACTOR"




Dated: 10/21/19

ATTEST:

  
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

  
Arnold M. Alvarez-Glasman, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. SCOPE OF WORK**

A. Contractor shall provide janitorial service for the City of Pico Rivera at six (6) designated facilities used by the City in the course of its operations. The total estimated area of all facilities maintained by this contract is 69,057 square feet. Additional facilities may be added or deleted based on the City's need. Contractor shall furnish all necessary labor, supervision, travel, equipment, and materials necessary to ensure clean and safe facilities for City employees and customers doing business with the City.

B. Extra Work/Project Cleaning

1. Work not considered to be routine, not done on a regular schedule, or not considered under this specification/contract shall be considered extra work. This type of work may only be done at the request of Deputy Director of Public Works or designee. Extra work shall be performed as agreed-upon by both Parties. City and Contractor will determine the number of hours and the schedule required to accomplish the requested task(s).

2. The following are examples of the type of work which may be considered extra:

- a. Cleaning areas not defined within this contract
- b. Increasing frequency of cleaning
- c. Special projects

**2. UNIFORMS AND IDENTIFICATION BADGES**

A. The Contractor shall ensure that their employees are appropriately identified.

B. 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.

C. Employee assigned to City facilities shall wear an appropriate uniform shirt at all times. The uniform shirt must display the Contractors name.

**3. MATERIAL AND EQUIPMENT**

A. The Contractor shall provide all supplies: to carry out the cleaning and disinfecting operations within in this contract, and shall meet the standards of the Federal Occupational Safety and Health Act and Cal OSHA. The contractor shall submit a written list of all supplies (i.e. cleaners, disinfectants, floor cleaners, and wax) with an attached Material Safety Data Sheets (MSDS) intended for use in the buildings approved by the City of Pico Rivera. In addition to cleaning supplies the contractor shall also supply all

glass cleaner, floor stripper, furnish polish, metal cleaner etc. Any supplies not on the approved list shall be removed from the premises. Adequate quantities of properly labeled supplies (minimum of two weeks inventory) must be on-hand to perform cleaning at all times. Contractor to provide an estimated monthly usage along with an estimated monthly cost of supplies.

**B. The City of Pico Rivera shall furnish the following supplies at all locations except Pico Rivera Library and Rivera Library.**

1. Paper Towels
2. Toilet Paper
3. Sanitary Napkins
4. Tampons
5. Hand Cleaning Soap
6. Sanitary Napkin Liners
7. Plastic Trash Bags (assorted sizes)
8. Other items as needed (approval of Facilities Supervisor required)
9. Toilet Seat Covers
10. Some Disinfectants and Deodorizers
11. Urinal Deodorant Screens

C. The contractor shall provide all equipment to carry out cleaning operations. The use of HEPA filter vacuums is a requirement throughout the building to be cleaned. The contractor shall submit a written list of all equipment, by quantity, the name brand and model. All equipment shall be listed in contractor's proposal to be used for daily cleaning requirements. In case of equipment breakdown, forty eight (48) hours repair or replacement time shall be allowed. **\*NOTE\* All equipment to be new at commencement of contract.**

**4. STORAGE**

- A. The City will provide a storage area to the Contractor as determined by the City when available. The existing storage area is to be used for custodial related items and by personnel assigned to clean the specific building.
- B. Janitor closets and storage area shall be free dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked, organized, neatly on shelves.



- C. Janitor carts shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust, soil, and organized neatly.

## 5. FURNISHED ITEMS

### A. Keys/Access Cards/Remote Controls

The City will provide up to four (4) sets of keys/access controls, at no cost to the Contractor, for the facilities to be serviced. The Contractor shall acknowledge receipt of the same, accepting full responsibility. The Contractor is to use key/access cards/remote controls only in the carrying out of custodial services. All such keys/access cards/remote controls are the property of the City and shall be returned to the City, within five (5) days of the termination of this Agreement. If additional sets are needed, the Contractor shall submit a request in writing to the City. At no time are the keys to be duplicated by the Contractor. Any lost or damaged keys/access cards/remote controls will be replaced by the City at the expense of the Contractor.

### B. Alarm Codes

The Contractor may be issued intrusion alarm codes to facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and shall provide codes only to its employees as required to provide custodial services in accordance with this Agreement.

Instructions for the use of intrusion alarms will be provided by the City. If it is determined that the employee fails to arm the intrusion alarm or is responsible for false alarm, the Contractor will be responsible for the false alarm charges.

## 2. CONTACT INFORMATION

- A. 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.
- B. The Contractor shall designate in its proposal a Contract Manager. The Contractor shall not change this designation without prior approval of the City, excluding cases of termination of the employee. The Contract Manager will be the City's key contact person with the Contractor. The Contract Manager shall meet with the City as necessary to effectuate the purposes of the Agreement. The Contract Manager must be knowledgeable with all aspects of the Agreement.
- C. The person designated as the Contract Manager shall have at least two (2) years' experience in the management of janitorial service contracts for municipalities with population 25,000 or more.
- D. If the Contractor chooses to employ subcontractor(s) with expertise beyond that of the Contract Manager, the City shall have direct access to a designated representative from the subcontractor(s). The designated representative from any subcontractor(s) shall be

designated in the Proposal. The Contractor or subcontractor(s) shall not change this designation without prior approval of the City, excluding cases of termination of the employee.

- E. The City's direct contact with subcontractor(s) in no way eliminates the Contractor's ultimate responsibility to fulfill every requirement of the Agreement.

### **3. SAFETY**

- A. The Contractor shall be responsible for providing a safe work place and be in compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS) California Department of Food and Agriculture (CDFA) and any governmental laws or regulations or City risk management standards and all municipal ordinances. Proper precaution shall be taken to advise building occupants and the public of wet and or slippery floor conditions, this also applies during inclement weather as well as during normal operations. All waxed surfaces shall be maintained so as to provide safe anti-slip walking conditions.
- B. 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 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.
- C. The Contractor shall perform work at such times to minimize disturbance to staff, resident convenience, recreational programs, pedestrian or vehicle circulation. Schedule shall be submitted prior to starting any maintenance operations. The Contractor shall not be approved to work certain hours in buildings unless pre-approved by the City designated representative.

### **4. EMERGENCY PROCEDURES AND UNANTICIPATED WORK**

- A. If emergency work is required, the Contractor shall notify the designated City representative assigned to the project by telephone in advance prior to any emergency work is performed. The Contractor shall have a supervisor available twenty-four (24) hours per day, seven (7) days per week, year-round. In a situation involving an emergency, the Contractor shall dispatch qualified personnel and equipment to reach the site within two hours (2) hours. The Contractor's vehicle shall carry enough equipment to effectively perform required service.
- B. A Custodial Call Back Request Slip will be provided by City staff once the responding employee arrives. The responding employee must sign-in upon arrival and sign-out when the emergency call back work is completed and/or upon departure. The Contractor shall provide a quote for the custodial services for the event. The City shall reimburse the Contractor for all costs associated with the request and the Contractor shall submit an invoice to the City within thirty (30) days following the event.

- C. The City reserves the right to perform any unanticipated work itself or assign the work to another Contractor.
- D. The Contractor shall provide custodial services for all City requested special events which may be scheduled during evenings and weekends. Whenever possible, the City will provide notice to the Contractor within five (5) business days before each event. The Contractor shall provide a quote for the custodial services for the event. The City shall reimburse the Contractor for all costs associated with the request and the Contractor shall submit an invoice to the City within thirty (30) days following the event.
- E. The Contractor shall supply the City with names and phone numbers, minimum of three (3) responsible staff members representing the Contractor for twenty-four (24) hours per day for emergency response. Names and contact information of Contractor representatives shall always remain current. Any changes shall be forwarded to the City in writing twenty-four (24) hours in advance of any such change.
- F. The Contractor shall immediately report any emergency situations by calling the following:

During business hours, the Contractor shall contact the City's Public Works Department at (562) 801-4415.

After-hours, the Contractor shall contact the Public Works Stand-by Employee at (562) 755-0768.

During business hour or after-hours, the Contractor shall contact the Facility Supervisor at (562) 755-3275

## 5. DAMAGE

- A. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

## 6. FACILITY SECURITY

- A. It is the responsibility of the Contractor to ensure that facilities are secured at all times.
- B. The City does not make telephone, computers, faxes, copiers or any City peripherals available for the use by the Contractor's employees. Any such misuse of City property will result in the assigned Contractor employee's immediate removal from working on the contract.

## 11. WORK SCHEDULE

- A. Contractor's employees shall complete all the work required under the Request for Proposal documents.
- B. Custodial services are to be performed on all operating days within the hour specified for each facility.
- C. Custodial services are not required on City recognized holidays including:

New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

- D. The days of operation shall be Monday through Saturday. No work shall be performed on Sunday or Holidays unless authorized by the City.
- E. Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of the Agreement and the Contractor and any subcontractor under it 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.

## **12. SIGN-IN REQUIREMENTS**

For security purposes, employees are required to sign-in with the exact start and end time of their work shift (with an ink pen) at each facility. A Custodial Services Employee Sign-In Log will be available at each facility, within the custodial closet.

## **13. SPECIFIC DAILY WORK REQUIREMENTS**

All assignments listed below are to be completed daily at all facilities (unless otherwise stated) and at a level of appearance comparable to other City facilities. The Contractor is required to use appropriate cleaning materials to complete their assignments and clean work areas after completion of the assignments.

- **Daily Restroom (STAFF AND PUBLIC)**
  1. Clean all soap dispensers, toilet seat cover dispensers, and paper towel dispensers
  2. Clean with a germicidal cleaner
  3. Clean and polish all metal surfaces, including but not limited to, paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, and handicap rails
  4. Refill all soap, toilet seat cover, and paper towel dispensers;(paper products, (etc.)
  5. Spot clean walls, ceilings, partitions, and doors
  6. Clean face basins, mirrors and all chrome surfaces
  7. Sweep and mop floors (including corners) using appropriate cleaning materials
  8. Clean and sanitize toilet seats (including base), bowls, and urinals (including base) using appropriate cleaning materials
  9. Empty and sanitize inside and outside of trash receptacles and replace plastic liners
  10. Clean exposed plumbing fixtures
  11. Clean inside and outside of doors, kick plates, and knobs
  12. Remove graffiti from partitions, walls, etc. Note: All graffiti will be reported to the Facility Supervisor by the next day.

- **Daily Main Office, Library Interiors, Lobbies and Meeting Rooms**

**Note: Contractor employees shall not enter into any offices with closed doors or move or remove any desk objects.**

1. Empty and sanitize inside and outside of trash receptacle and replace plastic liners
2. High and low dust all furniture, including desks, tables, file cabinets, chairs, window sills and ledges, shelves, bookcases, hanging signs, and other dust catching surfaces
3. Remove all cobwebs from walls and corners
4. Clean all glass tops, vinyl and plastic chairs
5. Remove fingerprints and smudges from desks, table tops, walls, doors, door facings
6. Clean and disinfect telephone receivers and base of the instrument
7. Clean all book drops and mail slots
8. Sweep and mop (including corners) all non-carpeted floor surfaces (including under the mats)
9. Vacuum all carpeted areas (including corners and under mats)
10. Clean all windows to a height of six feet or less
11. Sanitize and polish water fountains
12. Clean doors (including both sides of glass), windows and frames, glass partitions, and display cases which are freestanding or mounted to walls
13. Clean and polish all metal surface, such as frames, door handles, railings, etc.
14. Clean all entrances, door mats and surrounding areas
15. Spot clean upholstered furniture
16. Spot clean carpet
17. Spot clean partition panels, wall coverings
18. Remove graffiti from interior walls, etc. Note: All graffiti will be reported to the Facility Supervisor by the next day.
19. Check for and remove gum from underneath seats and tables in public areas.

- **Lunch Rooms and Lounges**

1. Empty and sanitize inside and outside of trash receptacles and replace plastic liners
2. Clean all soap dispensers and paper towel dispensers
3. Refill all soap and paper towel dispensers
4. Clean all tables, chairs, cupboards (exterior), refrigerators, stoves, and microwaves.
5. Clean sinks, counter areas and chrome fixtures
6. Sweep and mop (including corners) all non-carpeted floor surfaces
7. Vacuum all carpeted areas (including corners)
8. Clean all windows to a height of six feet or less
9. High and low dust all tables, cabinets, window sills, window ledges and appliances
10. Spot clean walls where needed
11. Remove graffiti from doors, wall, etc. Note: All graffiti will be reported to the Facility Supervisor by the next day.

• **Lobbies, Corridors and Elevators**

1. Sweep and mop (including corners) all non-carpeted floor surfaces
2. Vacuum all carpeted areas (including corners)
3. Spot clean carpet
4. Clean entrance doors (both sides of glass)
5. High and low dust all dust catching surfaces
6. Clean walls, doors, handles and tracks
7. Spot clean walls
8. Remove graffiti from doors, walls, etc. Note: All graffiti will be reported to the Facility Supervisor by the next day.

• **Main Offices and Meeting Rooms**

1. Clean and polish counters/circulation desks, tops and sides
2. Dust window blinds
3. Clean all baseboards
4. Clean handrails
5. Carpets vacuumed and spot/spill cleaned
6. Remove all cobwebs
7. Spot clean furniture
8. Remove fingerprints and smudges from desks, table tops, walls, doors, door facings

**14. MAJOR CLEANING SERVICES**

Within thirty (30) business days after commencement of the Agreement, and yearly thereafter for the term of the Agreement, the Contractor is to provide the City with a written Major Cleaning Service Schedule for each facility for the purpose of City staff preparation. This annual schedule shall list the month and week that each Major Cleaning Service shall be conducted and must be strictly adhered to. If the Contractor makes any deviation from the schedule prior to work commencing, the Contractor must notify the City.

The Contractor shall notify the City five (5) business days before the Major Cleaning is performed to ensure that the City staff is notified to prepare for the major cleaning. The Contractor employee shall provide a Custodial Service Major Cleaning Monitoring Report to the designated City contact. All completed services must be at a level of appearance comparable to other public facilities and shall be evaluated by the Facility Supervisor or his/her designee.

**A. Floors**

1. Strip and wax/seal floors every three (3) months (four times a year)
2. Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning materials for various tile types
3. Wax/seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning materials for various tile types
4. Return all furniture to its original position after the floors are cleaned

**B. Carpet**

1. Shampoo carpet every three (3) months (four times a year)
2. Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various types
3. Return all furniture to its original position after the carpet is shampooed.

**C. Windows (Interior and Exterior)**

1. Clean all windows and glass every six (6) months (two times a year)
2. Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
3. Clean thoroughly all windows and glass using appropriate cleaning materials
4. Clean thoroughly all windows sills and ledges
5. Windows may be cleaned during business hours but cannot interfere with City operations.

**D. Ceiling Air Vent**

1. Clean ceiling air vents every (6) months (two times a year)
2. Remove all vents, using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
3. Remove and clean thoroughly all covers using appropriate cleaning materials
4. Vacuum vents thoroughly.

**E. Light Fixtures (Interior and Exterior)**

1. Clean light fixtures (frames and lenses), once a year
2. Clean thoroughly all light fixtures (frames and lenses) using appropriate cleaning materials
3. Remove all lenses using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
4. Report any burned out bulbs, ballasts, faulty wiring or other hazardous conditions relative to faulty lighting fixtures upon discovery to the City by the next day.

**F. Window Blinds**

1. Clean window blinds every six (6) months (two times a year)
2. Dust and clean thoroughly all windows blinds using appropriate cleaning materials
3. Remove all windows blinds using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate.

**G. Furniture**

1. Shampoo upholstered furniture and clean plastic and vinyl covered chairs (including wood and/or metal framing) every four months (three times a year)
2. Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types
3. Clean thoroughly all plastic and vinyl covered chairs (including wood and/or metal framing) using appropriate cleaning materials.

**H. High Dusting above six feet**

1. High dust all facilities every (6) months (two times a year)
2. Contractor must provide all equipment necessary to dust above six feet
3. Dust and clean thoroughly all windows, walls, vents and other dust catching surfaces.

**15. INDIVIDUAL FACILITY SPECIFICATIONS**

The assignments listed below are specific to each location and shall be done in addition to the general work outline above.

**A. CITY HALL**

• **LOCATION**

The City Hall facility is located at 6615 Passons Boulevard, Pico Rivera, California 90660

• **SCHEDULE**

City Hall operating hours are as follows:

- Monday through Friday 7:00 a.m. to 5:30 p.m.
- Closed per Holiday Schedule
- Custodial services are to be performed starting after 5:30 p.m. on all open days
- Cleaning is required five nights per week, Monday, Tuesday, Wednesday, Thursday and Friday after 5:30 p.m.

• **ADDITIONAL LOCATION REQUIREMENTS**

- Secure all facility main entry doors at 5:30 p.m. every night including loading dock gate and loading dock building entrance.
- Slide and lock glass partition in upper lobby outside of City Council Chambers daily at 6:00 p.m.
- Submit a report of supply needs furnished by the City, unusual occurrences, malfunctions, or other problems to the designated City employee

**B. CITY HALL WEST**

• **LOCATION**

City Hall West facility is located at 6615 Passons Boulevard, Pico Rivera California 90660

• **SCHEDULE**

City Hall West operating hours are as follows:



- Monday through Friday 7:00 a.m. to 5:30 p.m.
- Closed per Holiday Schedule
- Custodial services are to be performed starting after 5:30 p.m. on all open days
- Cleaning is required five nights per week, Monday, Tuesday, Wednesday, Thursday and Friday after 5:30 p.m.

- **ADDITIONAL LOCATION REQUIREMENTS**

- Submit a report of supply needs furnished by the City, unusual occurrences, malfunctions, or other problems to the designated City employee

**C. PUBLIC WORKS YARD**

- **LOCATION**

Publics Work Yard is located at 9633 Beverly Road, Pico Rivera, California 90660

- **SCHEDULE**

Public Work Yard operating hours are as follow.

- Monday through Thursday 6:00 a.m. to 4:30 p.m.
- Closed per Holiday Schedule
- Custodial services are to be performed starting after 2 p.m.
- Cleaning required four nights per week, Monday, Tuesday, Wednesday and Thursday after 2 p.m.

- **ADDITIONAL LOCATION REQUIREMENTS**

Submit a report of supply needs furnished by the City, unusual occurrences, malfunctions, or other problems to the designated City employee.

**D. PARKS & RECREATION**

- **LOCATION**

Parks and Recreation office are located at 6767 Passons Boulevard, Pico Rivera, California 90660

- **SCHEDULE**

Parks and Recreation operating hours are as follow.

- Monday through Friday 7:00 a.m. to 5:30 p.m.
- Closed per Holiday Schedule
- Custodial services are to be performed starting after 5:30 p.m. on all open days

- Cleaning is required five nights per week, Monday, Tuesday, Wednesday, Thursday and Friday after 5:30 p.m.

- **ADDITIONAL LOCATION REQUIREMENTS**

- Submit a report of supply needs furnished by the City, unusual occurrences, malfunctions, or other problems to the designated City employee
- Sweep and clean all debris from outdoor walkway

**E. PICO RIVERA LIBRARY**

- **LOCATION**

Pico Rivera Library facility is located at 9001 Mines Avenue, Pico Rivera, California 90660

- **SCHEDULE**

Pico Rivera Library operating hours are as follow.

- Monday 10 a.m. to 8 p.m.
- Tuesday 10 a.m. to 8 p.m.
- Wednesday 10 a.m. to 8 p.m.
- Thursday Closed
- Friday Closed
- Saturday 9 a.m. to 5 p.m.
- Sunday Closed
- Closed per Holiday Schedule
- Custodial services are to be performed after hours, within the period of one (1) hour after library closes up to one (1) hour before library opening.
- Cleaning required four times per week, Monday, Tuesday, Wednesday and Saturday between the hours 6:00 a.m. to 10:00 a.m.

- **ADDITIONAL LOCATION REQUIREMENTS**

- Remove trash in the parking lot such as cans, bottles, paper wrappers, gum, etc.
- Remove trash and sweep walkways and all adjacent areas of building (including planters)
- Empty and wipe all outside trash receptacles and cigarette urns (when applicable)
- Clean outside book drops and mail slots.

- **Weekly- PARKING LOTS, OUTDOOR AND SURROUNDING AREAS**

- Hose down sidewalks and all adjacent walkways of the buildings.
- Sweep and clean all debris from outdoor walkway

- **SUPPLY REQUIREMENTS**

The Contractor is required to replenish all necessary supplies such as hand towels, toilet paper, soap, etc., daily. A sufficient supply is to be provided until the next serving day (the Contractor is responsible to monitor/evaluate the needs of the individual facility and provide sufficient supplies). The Contractor shall provide supplies that are commercial grade and meet the required specifications listed below.

- Toilet paper (roll) – 2 ply, manufactured by Georgia Pacific Professional 16880 PS 450 sheet or equal
- Toilet seat covers of a high quality, capable of fitting various dispensers in each facility
- Commercial grade liquid hand soap for all dispensers
- Paper towel manufactured by Georgia Pacific or equal that is capable of fitting various dispensers in each facility
- Diaper changing liners that are manufacturer's recommendation or equal
- Urinal Deodorant Screen by Waxle or equal

- **RIVERA LIBRARY**

- **LOCATION**

Pico Rivera Library facility is located at 7828 Serapis Avenue, Pico Rivera, California 90660

- **SCHEDULE**

Pico Rivera Library operating hours are as follow.

- Monday 10 a.m. to 6 p.m.
- Tuesday 12 a.m. to 8 p.m.
- Wednesday 12 a.m. to 8 p.m.
- Thursday 10 a.m. to 6 p.m.
- Friday Closed
- Saturday Closed
- Sunday Closed
- Closed per Holiday Schedule
- Custodial services are to be performed after hours, within the period of one (1) hour after library closes up to one (1) hour before library opening.
- Cleaning required four times per week, Monday, Tuesday, Wednesday and Thursday between the hours 6:00 p.m. to 10:00 p.m.

- **ADDITIONAL LOCATION REQUIREMENTS**

- Remove trash in the parking lot such as cans, bottles, paper wrappers, gum, etc.

- Remove trash and sweep walkways and all adjacent areas of building (including planters)
- Empty and wipe all outside trash receptacles and cigarette urns (when applicable)
- Clean outside book drops and mail slots.
  
- **Weekly- PARKING LOTS, OUTDOOR AND SURROUNDING AREAS**
  - Hose down sidewalks and all adjacent walkways of the buildings.
  - Sweep and clean all debris from outdoor walkway
  
- **SUPPLY REQUIREMENTS**

The Contractor is required to replenish all necessary supplies such as hand towels, toilet paper, soap, etc., daily. A sufficient supply is to be provided until the next serving day (the Contractor is responsible to monitor/evaluate the needs of the individual facility and provide sufficient supplies). The Contractor shall provide supplies that are commercial grade and meet the required specifications listed below.
- Toilet paper (roll) – 2 ply, manufactured by Georgia Pacific Professional 16880 PS 450 sheet or equal
- Toilet seat covers of a high quality, capable of fitting various dispensers in each facility
- Commercial grade liquid hand soap for all dispensers
- Paper towel manufactured by Georgia Pacific or equal that is capable of fitting various dispensers in each facility
- Diaper changing liners that are manufacturer's recommendation or equal
- Urinal Deodorant Screen by Waxie or equal

#### 16. MINIMUM QUALITY STANDARDS

The following Quality Standards (cleaning standards) shall be used on a daily basis, and during the Performance Inspection process to assess the quality of the cleaning for the areas identified below.

##### A. Office – Minimum Cleaning Standards:

- **Furniture and Equipment:** Shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.
- **Telephones:** Shall be free of dust and soil. They shall appear visibly and uniformly clean and polished-dry.
- **Walls and Doors:** Shall be free of dust, cobwebs, dried soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, hand prints and cleaner residue.
- **Waste Containers:** Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the

elimination of streaks, food-stuff and the presence of an offensive odor from the container.

- **Floors, Carpet and Baseboards:** Shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors, carpet and cover-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

**B. Restrooms – Minimum Cleaning Standards:**

- **Special Note:** Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the City of Pico Rivera. An inspection team shall closely monitor sanitation levels.
- **Dispensers:** Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Dispensers shall be refilled when required with the proper expendable supply item.
- **Sanitary Napkin Dispensers/Disposal Canisters:** Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and be disinfected inside and out. This shall include the elimination of film, streaks, and cleaner residue. Disposal bags are to be replaced with new daily.
- **Hardware:** Shall be free of dust, soil bacteria and scale without causing damage. Restroom fixtures shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.
- **Sinks:** Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of polish residue.
- **Mirrors:** Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film free and uniformly clean.
- **Toilets and Urinals:** Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots. Under rim areas are to be and will be inspected for cleanliness.
- **Waste Containers:** Contents shall be removed from waste containers and can liners replaced with new. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of an offensive odor emitting from the container.
- **Walls and Doors:** Shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and metal kick plates, handles and push plates on doors shall also be polished-dry.

- **Floors and Baseboards:** Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of slip-resistant seal/finish applied that results in a consistent shine. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
- **Air Vents:** Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
- **Light Fixtures:** Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

**C. Entrances, Patios Minimum Cleaning Standards:**

- **Mats and Carpet:** Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall also be free of dust, soil, and cleaner residue.
- **Glass and Metal Surfaces:** Shall appear streak-free, film-free, and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
- **Corners/Thresholds:** Shall be free of dust, cobwebs, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue.
- **Floors and Cove-bases:** Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
- **Walls and Fixtures:** Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

**D. Elevator Minimum Cleaning Standards**

- **Tracks:** Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.
- **Lights:** Shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. Bright metal surfaces shall be polished to a high shine. This shall include the elimination of polish residue and/or film.
- **Floors, Carpets and Cove-bases:** Shall be free of dust, cobwebs, dried soil, soil, gum, spots, stains and other debris. Hard/resilient floor shall have multiple coats of slip resistant seal and finish applied that results in a consistent high-shine. Floors, carpets and cove-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and or foreign objects.

**E. Corridor Minimum Cleaning Standards:**

- **Floors and Cover-bases:** Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
- **Walls and Fixtures:** Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.
- **Water Fountains:** Shall be free of dust, soil, scale and water spots without causing damage. Fixture shall be disinfected and polished.

**F. Stairwells Minimum Cleaning Standards:**

- **Rails and Walls:** Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.
- **Steps and Landings:** Shall be free of dust, cobwebs, dried soil, gum, stains and debris. This shall include risers and cove-bases/ These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.
- **Windows and Blinds:** The contractor is responsible for cleaning the interior and exterior of the building windows. Blinds shall be cleaned by dusting and/or wiping with damp a cloth. Windows to be dirt and streak free.

**17. INVOICING AND PAYMENT**

- A. Contractor shall submit invoices monthly, at a minimum. Invoice format shall include, but not be limited to:
- Contractor's name and address
  - Contractor's remittance address, if different from above
  - Name of the City Agency/Department
  - Delivery/service address
  - Contract number
  - Purchase Order (PO) number
  - Date of invoice
  - Description of Services
  - Total
- B. The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following:
- Defective or inadequate work not corrected
  - Claims filed, or reasonable evidence indicating probable filing of claims
  - A reasonable doubt that the contract can be completed for the balance unpaid.

**EXHIBIT B**

**FEE SCHEDULE**

COMPANY NAME: General Building Management Co.

The Contractor declares that they have carefully examined the proposed work, that they have examined the Scope of Work and hereby proposes to do all work required to complete the said work or the unit price(s) as outlined in the Fee Schedule.

| Facility                              | Daily Services   | Shampoo Upholstered Furniture | Hard Floors Stripped and Waxed | Carpet Cleaning | High Dusting Above 6' | Inside /Outside Window Cleaning | Total Annual Cost  |
|---------------------------------------|--|-------------------------------|--------------------------------|-----------------|-----------------------|---------------------------------|--------------------|
| City Hall                             | 5  | 4                             | 4                              | 4               | 2                     | 2                               | \$25,255.42        |
| City Hall West                        | 5  | 4                             | 4                              | 4               | 2                     | 2                               | \$12,987.71        |
| Public Works Yard                     | 4  | 4                             | 4                              | 4               | 2                     | 2                               | \$6,853.85         |
| Parks and Recreation                  | 5  | 4                             | 4                              | 4               | 2                     | 2                               | \$6,853.85         |
| Pico Rivera Library                   | 4  | 4                             | 4                              | 4               | 2                     | 2                               | \$25,255.42        |
| Rivera Library                        | 4  | 4                             | 4                              | 4               | 2                     | 2                               | \$10,577.98        |
|                                       |  |                               |                                |                 |                       | <b>Total Contract Amount</b>    | <b>\$87,784.23</b> |
| <b>Total contract amount in words</b> | eighty-seven thousand seven hundred eighty-four and 23/100 |                               |                                |                 |                       |                                 |                    |





**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** October 10, 2023  
**Subject:** PICO RIVERA - MAJOR CORRIDORS MEDIAN AND PARKWAY BEAUTIFICATION PROJECT NO. 50075, CCL-5351(041) - AWARD OF CONTRACT

**Recommendation:**

1. Approve the plans and specifications for the Pico Rivera - Major Corridors Median and Parkway Beautification Project No. 50075, CCL-5351(041);
2. Award a construction contract for a not-to-exceed amount of \$6,606,822 to Urban Habitat for the Pico Rivera - Major Corridors Median and Parkway Beautification Project No. 50075, CCL-5351(041) and execute the contract in a form approved by the City Attorney;
3. Authorize the City Manager to process change orders, as needed, in an amount not-to-exceed \$650,000 (approximately 10% of the total contract amount) for construction contingency;
4. Appropriate \$100,000 from Prop A (Fund 205) to Account No. 205.70.7300.54500-50075;
5. Appropriate \$200,000 from Prop C (Fund 206) to Account No. 206.70.7300.54500-50075;
6. Transfer \$455,000 from Prop C Funds (Fund 206) from Account No. 206.70.7300.54500-50076 to Account No. 206.70.7300.54500-50075;
7. Appropriate \$500,000 from Measure R (Fund 207) to Account No. 207.70.7300.54500-50075;
8. Appropriate \$100,000 from Measure W (Fund 209) to Account No. 209.70.7300.54500-50075;
9. Transfer \$500,000 from Lighting and Landscape District (LLD) (Fund 230) to the General Fund (Fund 100) and then transfer from the General Fund to the CIP

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
 PICO RIVERA-MAJOR CORRIDORS MEDIAN AND PARKWAY BEAUTIFICATION  
 PROJECT (CIP NO. 50075); CCL-5351(041) - AWARD OF CONTRACT  
 Page 2 of 5

Fund (Fund 400), and finally appropriate to Account No. 400.70.7300.54500-50075. The City intends to utilize this fund to address the needs of this critical CIP; and

10. 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:**

The fiscal year (FY) 2023-24 Adopted Budget includes funding for CIP No. 50075 in the amount of \$6,071,557. The total project cost to complete the construction of the Pico Rivera - Major Corridors Median and Parkway Beautification Project No. 50075, CCL-5351(041) is estimated at \$7,926,557, as summarized below.

A budget amendment including the additional appropriation of \$1,400,000 from various funds outlined in the following table which includes \$455,000 to be transferred from the available surplus in Fund 206 (Prop C Funds) under CIP No. 50076. This funding is needed for the completion of construction, construction management, inspection services, design support, and project administration and contingency.

| <b>Budget Funding Source</b>                    | <b>Estimated Budget</b> |
|---|-------------------------|
| <i>Original Project Budget:</i>                 |                         |
| Clean California Grant (Fund 699)               | \$4,216,167             |
| Capital Improvement Fund (Fund 400)             | \$485,390               |
| Measure R (Fund 207)                            | \$450,000               |
| Proposition C (Fund 206)                        | \$920,000               |
| <b>Total Original Project Budget:</b>           | <b>\$6,071,557</b>      |
| <i>Additional Appropriation:</i>                |                         |
| Lighting and Landscape District Fund (Fund 230) | \$500,000               |
| Proposition A (Fund 205)                        | \$100,000               |
| Measure R (Fund 207)                            | \$500,000               |
| Measure W (Fund 209)                            | \$100,000               |
| Proposition C (Fund 206)                        | \$200,000               |
| Proposition C Transfer to CIP 50075             | \$455,000               |
| <b>Total Additional Appropriation:</b>          | <b>\$1,855,000</b>      |
| <b>Total Project Budget:</b>                    | <b>\$7,926,557</b>      |

**Discussion:**

The California Department of Transportation (Caltrans) developed the Clean California Local Grant Program (CCLGP) to provide approximately \$296 million to beautify and

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
 PICO RIVERA-MAJOR CORRIDORS MEDIAN AND PARKWAY BEAUTIFICATION  
 PROJECT (CIP NO. 50075); CCL-5351(041) - AWARD OF CONTRACT  
 Page 3 of 5

improve local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. In December 2021, the competitive statewide program issued a call for projects. Out of the approximately 329 applications received, the state approved a total of 105 local projects statewide. The list of awarded projects includes two (2) projects in the City of Pico Rivera: 1) the Major Corridors Median and Parkway Beautification Project, and 2) the Rosemead Boulevard Median and Parkway Beautification Project. The grant estimated both projects to cost a total of \$10,843,114, which includes \$8,132,334 in grant funds and a 25% local match of \$2,710,780. The following summarizes the current Total Funding Sources and Budget:

| <b>Budget Funding Source</b>        | <b>Rosemead Blvd</b> | <b>Major Corridors</b> | <b>Total</b>         |
|-------------------------------------|----------------------|------------------------|----------------------|
| Original Project Budget:            |                      |                        |                      |
| Clean California Grant (Fund 699)   | \$ 3,916,167         | \$ 4,216,167           | \$ 8,132,334         |
| Capital Improvement Fund (Fund 400) | \$ 455,390           | \$ 485,390             | \$ 940,780           |
| Proposition C (Fund 206)            | \$ 850,000           | \$ 920,000             | \$ 1,770,000         |
| <b>Total Funding:</b>               | <b>\$ 5,221,557</b>  | <b>\$ 5,621,557</b>    | <b>\$ 10,843,114</b> |

On June 28, 2022, the City Council approved a resolution authorizing the Director of Public Works to execute agreements with the California Department of Transportation (Caltrans) for the Major Corridors Median and Parkway Beautification Project and Rosemead Boulevard Median and Parkway Beautification Project (Project).

On June 9, 2023, and June 16, 2023, the Notice Inviting Bids (NIB) was advertised in the *Los Cerritos Newspaper* and was posted on Planet Bids through the City’s website. On July 17, 2023, two (2) bids were received which were substantially over the engineer’s estimate by more than 50%. Due to the low bid participation and lack of competitive unit prices, the City Council authorized staff to reject all bids, re-evaluate the project, and re-advertise for construction.

On August 18, 2023, the Notice Inviting Bids (NIB) was re-advertised in the *Los Cerritos Newspaper* and was posted on Planet Bids through the City’s website. On September 14, 2023, three (3) bids were received.

The following summarizes the bids received:

| <b>Construction Company</b>      | <b>Bid Amount</b> |
|----------------------------------|-------------------|
| Urban Habitat                    | \$6,606,821.89    |
| Griffith Company                 | \$8,263,128.00    |
| Environmental Construction, Inc. | \$8,756,135.14    |

Staff completed the analysis of the bids and determined Urban Habitat to be the apparent lowest and responsible bidder. Staff has verified Urban Habitat’s references and found their past performance on jobs of similar size and scope to be satisfactory. Urban Habitat has performed work for the City of Santa Clarita and City of La Quinta. Their bid proposal, bonds, contractor’s license, and insurance documents are in order.

The anticipated schedule for the Project is as follows:

- Award Construction..... October 2023
- Start Construction ..... December 2023
- Complete Construction ..... November 2024

Construction Management/Inspection Contract

A Request for Task Proposals (RFTP) was sent to pre-qualified firms under the on-call construction management and inspection services agreements to provide construction management and inspection services. Prior to the start of construction, a consulting firm will be selected based on their proposals, qualifications, project and implementation plan, and cost.

The total estimated project budget is summarized as follows:

| Project Expenditures                   | Amount             |
|--|--------------------|
| Design                                 | \$320,000          |
| Construction                           | \$6,607,000        |
| Contingency (10%)                      | \$650,000          |
| Construction Management and Inspection | \$320,000          |
| Project Administration                 | \$29,557           |
| <b>Total Estimated Project Cost</b>    | <b>\$7,926,557</b> |

**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 Urban Habitat for a not-to-exceed amount of \$6,606,822. Additionally, authorize the City Manager to process change orders, as needed, in an amount not-to-exceed \$650,000 in contingency (approximately 10% of the total contract amount) to complete the project. Lastly, amend the fiscal year 2023-24 Adopted Budget by transferring \$455,000 from Prop C funds

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
PICO RIVERA-MAJOR CORRIDORS MEDIAN AND PARKWAY BEAUTIFICATION  
PROJECT (CIP NO. 50075); CCL-5351(041) - AWARD OF CONTRACT  
Page 5 of 5

(Fund 206) Account No. 206.70.7300-54500.CIP50076 and authorize the additional appropriation in the amount of \$1,400,000, detailed on page 2, for a total project budget of \$7,926,557 needed to complete the Project.



Steve Carmona

SC:NN:GE:NC:np

Enclosures: 1) Construction Contract  
2) Notice of Exemption

**CITY OF PICO RIVERA CONTRACT FOR  
PICO RIVERA - MAJOR CORRIDORS MEDIAN AND PARKWAY BEAUTIFICATION  
PROJECT NO. 50075, CCL-5351(041)**

THIS CONTRACT ("Contract") is made and entered this 10<sup>th</sup> day of October 2023 ("Effective Date"), by and between the CITY OF PICO RIVERA, a California municipal corporation ("City") and Urban Habitat, a California corporation ("Contractor") (each individually referred to as a "Party" or collectively as "Parties"). The Contractor's California State Contractor's license number is 963744. In consideration of the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

1. **Contract Documents.** 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. **Scope of Services.** The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner ("Work") for the Project identified as Pico Rivera – Major Corridors Median And Parkway Beautification Project No. 50075, CCL-5351(041) ("Project"), as described in the Contract Documents.

3. **Compensation.**

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 Million Six Hundred Six Thousand Eight Hundred Twenty-One and 89/100 Dollars (\$6,606,821.89). 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 **Payment Procedures.** 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 **Substitution of Securities.** 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 **Limited Notice to Proceed.** The City shall issue the "Limited Notice to Proceed" for the Contractor to fulfill preconstruction requirements and order materials. The date specified in the Limited Notice to Proceed does not constitute the date of commencement of the Contract Time. The Contract Time does not include the time necessary to fulfill preconstruction requirements and place the order for materials.

The Limited Notice to Proceed 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;

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 permits from outside agencies
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- Potholing of existing utilities which have potential conflicts with underground improvements (water and electrical conduit and sleeves, signal pole foundations and other underground work specified on the Contract Plans)

4.2 **Notice to Proceed with Construction.** After all preconstruction requirements are met and materials have been ordered in accordance with the Limited Notice to Proceed, 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 **170 working days** as part of the Contract Time to complete construction of the Project.

5. **Liquidated Damages for Delay and Control of Work.**

5.1 **Liquidated Damages.** The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. **Clean California Local Grant Program.**

6.1 General. This Project is funded by a Grant from the California Department of Transportation ("Caltrans") Clean California Local Grant Program ("CCLGP"). Contractor must comply with any applicable rules or regulations required by the CCLGP Grant and the Contract Documents. A copy of the CCLGP Grant to the City is attached at Appendix II of the Contract Documents and more information regarding the CCLGP may be found at <https://cleancalifornia.dot.ca.gov/local-grants/local-grant-program>.

6.2 Payment and Invoicing. Contractor shall establish and maintain an accounting system that properly accumulates and segregates incurred Project costs by line and shall conform to Generally Accepted Accounting Principals ("GAAP") and any requirements. By entering into this Contract, Contractor agrees that: (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items; and (b) Contractor shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable. Any travel and per diem reimbursements, if allowed under this Agreement will be allowable as Project costs only after those costs are incurred and paid for by the Contractor and subcontractors.

6.3 Iran Contracting Act. Contractor must submit to CALTRANS the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Contract has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

6.4 Non-Discrimination Clause. During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall also comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article. Contractors shall permit access by representatives of the Department of Fair Employment and Housing and CALTRANS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CALTRANS shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor



shall include the nondiscrimination and compliance provisions of this clause in all subcontracts with its subcontractors and shall include a requirement in all agreements with all of same that each of them in turn include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this Contract.

6.5 Retention of Records/Audits. Contractor agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of Contractor and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor and its subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the City, CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Contractor and its subcontractors upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under the CCLGP, CALTRANS will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of State and City law. In the absence of such an audit, any acceptable audit work performed by City's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits. For the purpose of determining compliance with applicable State and City law in connection with the performance of CITY's contracts with third parties pursuant to Government Code Section 8546.7, CITY, CITY's sub-recipients, contractors, subcontractors, and CALTRANS, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced Parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to CITY under this Contract. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and CITY shall furnish copies thereof if requested. CITY, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other City of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with the CCLGP. Additionally, all grants may be subject to a pre-award audit prior to execution of this Contract to ensure CITY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs. Any contract with a subcontractor entered into as a result of this Contract shall contain the provisions of this subsection.

6.6 Ownership of Intellectual Property. Any Artwork or Inventions as defined by Sections 31-33 of the CCLGP developed under this Contract shall be the sole property of the City. Contractor agrees to comply with the requirements of Sections 31-33 of the CCLGP and require any subcontractors to conform these sections as well. Contractor shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights

of any third party. If Contractor becomes award of any such possible infringement in the course of performing any Work under this Contract, Contractor shall immediately notify City in writing.

6.7 **Environmental Hazards.** In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless CALTRANS, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of CALTRANS, the State of California, and/or any of their officers, agents and/or employees.

6.8 **Mandatory Organic Waste Recycling.** It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from CALTRANS Contract Manager.

7. **Work After Stop Work Notice.** 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. **Antitrust Claims.** 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. **Prevailing Wages.** In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the general prevailing wage determinations by the State of California Department of Industrial Relations (DIR). Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

10. **Workers' Compensation.** 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. **Contractor License.** Contractor shall possess a California contractor's license type for the performance of the Project.

11.2 **Ineligible Contractor Prohibited.** 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 **Compliance with SB 854 Registration.** 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).

11.4 **Trenches, Excavations and Unknown Conditions.** Pursuant to California Public 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 Trench and Pipeline Safety. 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 Utility Relocation. 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 Third Party Claims Notification. The City shall timely notify the Contractor in writing of any third-party claims relating to the Contract.

11.8 Unfair Business Practices Claims. 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 Day's Work. 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 Hazardous Materials and Unknown Conditions. 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. 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 (10) calendar days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the PRWA, 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 Employment of Apprentices. 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 Urban Runoff. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify they have received all

applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

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 **Termination for Default.** 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 **Waiver of Remedies for any Breach.** 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.

14. **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. **Entire Contract.** 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.

17. **Independent Contractor.** The Contractor is and shall at all times remain as to the City,

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 19 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. **Notice.** 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: City Engineer

To Contractor: Brett Brennan  
Urban Habitat  
P.O. Box 1177  
La Quinta, CA 92247

19. **Prohibition Against Assignment.** 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. **Counterparts.** This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[Signatures on following page]

Contract Agreement No. \_\_\_\_\_

**URBAN HABITAT**

Page 11 of 11

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

CITY OF PICO RIVERA

By: \_\_\_\_\_  
Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Cynthia Ayala, City Clerk

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

Dated: \_\_\_\_\_

\_\_\_\_\_  
("CONTRACTOR")

By: \_\_\_\_\_  
NAME TITLE

By: \_\_\_\_\_  
NAME TITLE

PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED



**Notice of Exemption****Appendix E**

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044  
County Clerk  
County of: Los Angeles  
12400 Imperial Highway  
Norwalk, CA 90650

**From: (Public Agency):** City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, CA 90660  
(Address)

Project Title: Pico Rivera - Major Corridors Median and Parkway Beautification Project No. 50075

Project Applicant: Noe Negrete, Director of Public Works

Project Location - Specific:

Paramount Blvd, Slauson Ave, Washington Blvd and Whittier Blvd

Project Location - City: Pico Rivera Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The improvements include in the installation of drought tolerant plants and trees, irrigation systems, decomposed granite, boulders, cobble stone, anti-litter signs, artistic elements, historical markers, trash containers, entrance monuments, iron bus benches, wayfinding signage & median nose repairs.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: Noe Negrete, Director of Public Works

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- 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: \_\_\_\_\_

Reasons why project is exempt:

Project will provide replacement/reconstruction of existing median noses in poor condition and deteriorated hardscape and landscape along medians. The project will restore original 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 finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Public Works Director

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** October 10, 2023  
**Subject:** ROSEMEAD BOULEVARD MEDIAN AND PARKWAY  
BEAUTIFICATION PROJECT NO. 50076, CCL-5351(042) -  
AWARD OF CONTRACT

**Recommendation:**

1. Approve the plans and specifications for the Rosemead Boulevard Median and Parkway Beautification Project No. 50076, CCL-5351(042);
2. Award a construction contract for a not-to-exceed amount of \$4,025,413 to Urban Habitat for the Rosemead Boulevard Median and Parkway Beautification Project No. 50076, CCL-5351(042) and execute the contract in a form approved by the City Attorney;
3. Authorize the City Manager to process change orders, as needed, in an amount not-to-exceed \$550,000 (approximately 13% of the total contract amount) for construction contingency;
4. Amend the fiscal year (FY) 2023-24 adopted budget by appropriating \$155,000 from Prop A (Fund 205) to Account No. 205.70.7300.54500-50076;
5. Amend the fiscal year (FY) 2023-24 adopted budget by appropriating \$200,000 in Measure W (Fund 209) to Account No. 209.70.7300.54500-50076; and
6. 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:**

The fiscal year (FY) 2023-24 Adopted Budget includes funding for CIP No. 50076 in the amount of \$5,346,557. The total project cost to complete the construction of the Rosemead Boulevard Median and Parkway Beautification Project No. 50076, CCL-5351(042) is estimated at \$5,246,557, as summarized in the table below.

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
 ROSEMEAD BOULEVARD MEDIAN AND PARKWAY BEAUTIFICATION PROJECT  
 (CIP NO. 50076); CCL-5351(042) - AWARD OF CONTRACT  
 Page 2 of 4

A budget amendment with the additional appropriation of \$355,000, \$155,000 from available and unappropriated Prop A (Fund 205) and \$200,000 from Measure W (Fund 209), is being requested to fund the eligible items allowed by these funding sources, such as new bus shelter amenities (Prop A) and bioswales (Measure W). This allows the transfer of excess Prop C funds (Fund 206) in the amount of \$455,000 to CIP No. 50075 needed to fully fund the Major Corridors Median and Parkway Beautification Project. The new appropriation(s) and transfer will facilitate the completion of construction, construction management, inspection services, design support, project administration, and contingency for the Project.

| <b>Budget Funding Source</b>           | <b>Estimated Budget</b> |
|--|-------------------------|
| <i>Original Project Budget:</i>        |                         |
| Clean California Grant (Fund 699)      | \$3,916,167             |
| Capital Improvement Fund (Fund 400)    | \$455,390               |
| Proposition C (Fund 206)               | \$975,000               |
| <b>Total Original Project Budget:</b>  | <b>\$5,346,557</b>      |
| <i>Additional Appropriation:</i>       |                         |
| Proposition A (Fund 205)               | \$155,000               |
| Measure W (Fund 209)                   | \$200,000               |
| Proposition C Transfer to CIP 50075    | (\$455,000)             |
| <b>Total Additional Appropriation:</b> | <b>(\$100,000)</b>      |
| <b>Total Project Budget:</b>           | <b>\$5,246,557</b>      |

**Discussion:**

The California Department of Transportation (Caltrans) developed the Clean California Local Grant Program (CCLGP) to provide approximately \$296 million to beautify and improve local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. In December 2021, the competitive statewide program issued a call for projects. Out of the approximately 329 applications received, the state approved a total of 105 local projects statewide. The list of awarded projects includes two (2) projects in the City of Pico Rivera: 1) the Major Corridors Median and Parkway Beautification Project, and 2) the Rosemead Boulevard Median and Parkway Beautification Project. The grant estimated both projects to cost a total of \$10,843,114, which includes \$8,132,334 in grant funds and a 25% local match of \$2,710,780.

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CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
 ROSEMEAD BOULEVARD MEDIAN AND PARKWAY BEAUTIFICATION PROJECT  
 (CIP NO. 50076); CCL-5351(042) - AWARD OF CONTRACT  
 Page 3 of 4

The following summarizes the current Total Funding Sources and Budget:

| <b>Budget Funding Source</b>        | <b>Rosemead Blvd</b> | <b>Major Corridors</b> | <b>Total</b>         |
|-------------------------------------|----------------------|------------------------|----------------------|
| Original Project Budget:            |                      |                        |                      |
| Clean California Grant (Fund 699)   | \$ 3,916,167         | \$ 4,216,167           | \$ 8,132,334         |
| Capital Improvement Fund (Fund 400) | \$ 455,390           | \$ 485,390             | \$ 940,780           |
| Proposition C (Fund 206)            | \$ 850,000           | \$ 920,000             | \$ 1,770,000         |
| <b>Total Funding:</b>               | <b>\$ 5,221,557</b>  | <b>\$ 5,621,557</b>    | <b>\$ 10,843,114</b> |

On June 28, 2022, City Council approved a resolution authorizing the Director of Public Works to execute agreements with the California Department of Transportation (Caltrans) for the Major Corridors Median and Parkway Beautification Project and Rosemead Boulevard Median and Parkway Beautification Project (Project).

On June 9, 2023, and June 16, 2023, the Notice Inviting Bids (NIB) was advertised in the *Los Cerritos Newspaper* and was posted on Planet Bids through the City’s website. On July 17, 2023, two bids were received which were substantially over the engineer’s estimate by more than fifty percent (50%). Due to the low bid participation and lack of competitive unit prices, the City Council authorized to reject all bids, re-evaluate the project and re-advertise for construction.

On August 18, 2023, the Notice Inviting Bids (NIB) was re-advertised in the *Los Cerritos Newspaper* and was posted on Planet Bids through the City’s website. On September 14, 2023, three bids were received. The following summarizes the bids received:

| <b>Construction Company</b>      | <b>Bid Amount</b> |
|----------------------------------|-------------------|
| Urban Habitat                    | \$4,025,413       |
| Griffith Company                 | \$5,456,545       |
| Nationwide Contracting Services  | \$5,492,859       |
| Environmental Construction, Inc. | \$6,229,387       |

Staff completed the analysis of the bids and determined Urban Habitat to be the apparent lowest and responsible bidder. Staff has verified Urban Habitat’s references and found their past performance on jobs of similar size and scope to be satisfactory. Urban Habitat has performed work for the City of Santa Clarita and City of La Quinta. Their bid proposal, bonds, contractor’s license, and insurance documents are in order.

The anticipated schedule for the Project is as follows:

- Award Construction..... October 2023
- Start Construction ..... December 2023
- Complete Construction ..... November 2024

Construction Management/Inspection Contract

A Request for Task Proposals (RFTP) was sent to pre-qualified firms under the on-call construction management and inspection services agreements, to provide construction management and inspection services. Prior to the start of construction, a consulting firm will be selected based on their proposals, qualifications, project and implementation plan, and cost.

The total estimated project budget is summarized as follows:

| <b>Project Activity</b>                | <b>Cost</b>        |
|--|--------------------|
| Design                                 | \$270,000          |
| Construction                           | \$4,025,500        |
| Contingency (13%)                      | \$550,000          |
| Construction Management and Inspection | \$320,000          |
| Project Administration                 | \$81,057           |
| <b>Total Estimated Project Cost</b>    | <b>\$5,246,557</b> |

**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 Urban Habitat for a not-to-exceed amount of \$4,025,413. Additionally, authorize the City Manager to process change orders, as needed, in an amount not-to-exceed \$550,000 in contingency (approximately 13% of the total contract amount) to complete the Project. Lastly, amend the fiscal year 2023-24 adopted budget by transferring \$455,000 in Prop C Funds (Fund 206) from CIP 50076 to Account No. 206.70.7300-54500.CIP50075 and authorize the additional appropriation in the amount of \$355,00 in Prop A (Fund 205) and Measure W (Fund 209) to complete funding for the Project.



Steve Carmona

SC:NN:GE:NC:np

Enclosures: 1) Construction Contract  
2) Notice of Exemption

**CITY OF PICO RIVERA CONTRACT FOR  
ROSEMEAD BOULEVARD MEDIAN AND PARKWAY BEAUTIFICATION  
PROJECT NO. 50076, CCL-5351(042)**

THIS CONTRACT ("Contract") is made and entered this 10<sup>th</sup> day of October 2023 ("Effective Date"), by and between the CITY OF PICO RIVERA, a California municipal corporation ("City") and Urban Habitat, a California corporation ("Contractor") (each individually referred to as a "Party" and collectively as "Parties"). The Contractor's California State Contractor's license number is 963744.

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

1. Contract Documents. 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. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner ("Work") for the project identified as Rosemead Boulevard Median And Parkway Beautification Project No. 50076, CCL-5351(042) ("Project"), as described in the Contract Documents.

3. Compensation.

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 Four Million Twenty-Five Thousand Four Hundred Twelve and 55/100 Dollars (\$4,025,412.55). 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 Payment Procedures. 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 Substitution of Securities. Pursuant to Public Contracts Code Sec. 22300 Contractor shall be allowed to substitute securities for any monies 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 monies to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

4. Contract Time.

4.1 Limited Notice to Proceed. The City shall issue the "Limited Notice to Proceed" for the Contractor to fulfill preconstruction requirements and order materials. The date specified in the Limited Notice to Proceed does not constitute the date of commencement of the Contract Time. The Contract Time does not include the time necessary to fulfill preconstruction requirements and place the order for materials.

The Limited Notice to Proceed 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;

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 permits from outside agencies
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- Potholing of existing utilities which have potential conflicts with underground improvements (water and electrical conduit and sleeves, signal pole foundations and other underground work specified on the Contract Plans)

4.2 Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Limited Notice to Proceed, 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 **170 working days** as part of the Contract Time to complete construction of the Project.

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Clean California Local Grant Program.

6.1 General. This Project is funded by a Grant from the California Department of Transportation ("Caltrans") Clean California Local Grant Program ("CCLGP"). Contractor must comply with any applicable rules or regulations required by the CCLGP Grant and the Contract Documents. A copy of the CCLGP Grant to the City is attached at Appendix II of the Contract Documents and more information regarding the CCLGP may be found at <https://cleancalifornia.dot.ca.gov/local-grants/local-grant-program>.

6.2 Payment and Invoicing. Contractor shall establish and maintain an accounting system that properly accumulates and segregates incurred Project costs by line and shall conform to Generally Accepted Accounting Principals ("GAAP") and any requirements. By entering into this Contract, Contractor agrees that: (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items; and (b) Contractor shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable. Any travel and per diem reimbursements, if allowed under this Agreement will be allowable as Project costs only after those costs are incurred and paid for by the Contractor and subcontractors.

6.3 Iran Contracting Act. Contractor must and submit to CALTRANS the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Contract has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

6.4 Non-Discrimination Clause. During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall also comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article. Contractors shall permit access by representatives of the Department of Fair Employment and Housing and CALTRANS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CALTRANS shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor



shall include the nondiscrimination and compliance provisions of this clause in all subcontracts with its subcontractors and shall include a requirement in all agreements with all of same that each of them in turn include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this Contract.

6.5 Retention of Records/Audits. Contractor agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of Contractor and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor and its subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the City, CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Contractor and its subcontractors upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under the CCLGP, CALTRANS will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of State and City law. In the absence of such an audit, any acceptable audit work performed by City's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits. For the purpose of determining compliance with applicable State and City law in connection with the performance of CITY's contracts with third parties pursuant to Government Code Section 8546.7, CITY, CITY's sub-recipients, contractors, subcontractors, and CALTRANS, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced Parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to CITY under this Contract. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and CITY shall furnish copies thereof if requested. CITY, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other City of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with the CCLGP. Additionally, all grants may be subject to a pre-award audit prior to execution of this Contract to ensure CITY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs. Any contract with a subcontractor entered into as a result of this Contract shall contain the provisions of this subsection.

6.6 Ownership of Intellectual Property. Any Artwork or Inventions as defined by Sections 31-33 of the CCLGP developed under this Contract shall be the sole property of the City. Contractor agrees to comply with the requirements of Sections 31-33 of the CCLGP and require any subcontractors to conform these sections as well. Contractor shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights

of any third party. If Contractor becomes aware of any such possible infringement in the course of performing any Work under this Contract, Contractor shall immediately notify City in writing.

6.7 Environmental Hazards. In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless CALTRANS, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of CALTRANS, the State of California, and/or any of their officers, agents and/or employees.

6.8 Mandatory Organic Waste Recycling. It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from CALTRANS Contract Manager.

7. Work After Stop Work Notice. 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. Antitrust Claims. 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. Prevailing Wages. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the the general prevailing wage determinations by the State of California Department of Industrial Relations (DIR). Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

10. Workers' Compensation. 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. Contractor License. Contractor shall possess a California contractor's license type for the performance of the Project.

11.2. Ineligible Contractor Prohibited. 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. Compliance with SB 854 Registration. 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).

11.4. Trenches, Excavations and Unknown Conditions. Pursuant to California Public 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 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 Trench and Pipeline Safety. 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 Utility Relocation. 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 Third Party Claims Notification. The City shall timely notify the Contractor in writing of any third-party claims relating to the Contract.

11.8 Unfair Business Practices Claims. 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 Day's Work. 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 Hazardous Materials and Unknown Conditions. 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. 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 (10) calendar days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the PRWA, 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 Employment of Apprentices. 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 Urban Runoff. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify they have received all

applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

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 to 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 Termination for Default. 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 Waiver of Remedies for any Breach. 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.

14. 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. Entire Contract. 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.

17. Independent Contractor. The Contractor is and shall at all times remain as to the City, 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 19 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. Notice. 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: City Engineer

To Contractor:   Brett Brennan  
Urban Habitat  
P.O. Box 1177  
La Quinta, CA 92247

19. Prohibition Against Assignment. 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. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[Signatures on following page]

Contract Agreement No. \_\_\_\_\_

**URBAN HABITAT**

Page 11 of 11

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

CITY OF PICO RIVERA

By: \_\_\_\_\_  
Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Cynthia Ayala, City Clerk

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

Dated: \_\_\_\_\_

\_\_\_\_\_  
("CONTRACTOR")

By: \_\_\_\_\_  
NAME TITLE

By: \_\_\_\_\_  
NAME TITLE

PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED



**Notice of Exemption****Appendix E**

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044  
County Clerk  
County of: Los Angeles  
12400 Imperial Highway  
Norwalk, CA 90650

**From: (Public Agency):** City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, CA 90660  
(Address)

Project Title: Rosemead Boulevard Median and Parkway Beautification Project No. 50076

Project Applicant: Noe Negrete, Director of Public Works

Project Location - Specific:

Paramount Blvd, Slauson Ave, Washington Blvd and Whittier Blvd

Project Location - City: Pico Rivera Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The improvements include in the installation of drought tolerant plants and trees, irrigation systems, decomposed granite, boulders, cobble stone, anti-litter signs, artistic elements, historical markers, trash containers, entrance monuments, iron bus benches, fencing, wayfinding signage & median nose repairs.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: Noe Negrete, Director of Public Works

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- 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: \_\_\_\_\_

Reasons why project is exempt:

Project will provide replacement/reconstruction of existing median noses in poor condition and deteriorated hardscape and landscape along medians. The project will restore original 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 finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Public Works Director

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** October 10, 2023  
**Subject:** AWARD CONSTRUCTION CONTRACT TO MBC ENTERPRISE, INC. – TEEN CENTER RENOVATION PROJECT (CIP NO. 50100)

**Recommendation:**

1. Award a construction contract for a not-to-exceed amount of \$799,115 to MBC Enterprises, Inc. for the Teen Center Renovation Project, CIP No. 50100; and authorize the City Manager to execute the contract in a form approved by the City Attorney;
2. Authorize the City Manager or his designee to process change orders in an amount not-to-exceed 10% of the total project amount, as needed, up to \$79,912 for construction contingencies;
3. Authorize the transfer of \$200,000 from the General Fund designated balance for the Teen Center Project to the Capital Improvement Program (CIP) Fund and the appropriation of \$200,000 to the Teen Center Renovation Construction Project;
4. Authorize the transfer of \$242,088 from the Teen Center Renovation Design Project to the Teen Center Renovation Construction Project;
5. Approve an amendment to the fiscal year (FY) 2023-24 Annual Action Plan in the amount of \$28,211 from the Teen Center Renovation Design Project for a total of \$348,812 of Community Development Block Grant (CDBG) funds allocated for the Teen Center Renovation Construction Project; and
6. Authorize the transfer of \$161,789 from the General Fund designated fund balance of \$6,000,000 for the Smith Park Aquatic Center to the CIP Fund and the appropriation of \$161,789 to the Teen Center Renovation Construction Project.

### **Fiscal Impact:**

The FY 2023-24 Adopted Budget includes \$320,601 in Community Development Block Grant Funding allocated for the Teen Center Renovation -Construction Project (CIP No. 50100).

On April 12, 2022, the City Council approved an appropriation of \$200,000 from the FY 2020-21 General Fund Year-End Surplus for the Teen Center. Upon approval, \$200,000 will be transferred from Account No. 100.98.9800-57800 to 400.00.0000-47900 and then appropriate to Account No. 400.70.7310-54500-CIP. 50100.

The FY 2023-24 Adopted Budget also includes \$92,088 in State of California grant funding, \$150,000 in Capital Improvement Project Funding, and \$28,211 in the CDBG Grant Funding for the Teen Center Renovation Design (CIP No. 50034). Upon approval, \$92,088 of State of California grant funding will be transferred from Account No. 699.70.7300-54500-CIP 50034 to Account No. 699.70.7300-54500-CIP.50100, \$150,000 from Capital Improvement Project Funding Account No. 400.70.7310-54500-CIP 50034 will be transferred to Account No. 400.70.7310-54500-CIP.50100), and \$28,211 in CDBG Grant Funding will be transferred from Account No. 280.70.7300-54500-CIP 50034 to Account No. 280.70.7300-54500-CIP.50100 for the Teen Center Renovation Project-Construction.

On May 9, 2023, the City Council approved designating \$6,000,000 for the Smith Park Aquatic Center Project (CIP No. 50043). As staff actively seeks additional grant funding and anticipates some grant awards, staff recommends transferring \$161,789 of the designation to the Teen Center Renovation Construction Project. Upon approval, \$161,789 will be transferred from Account No. 100.98.9800-57800 to 400.00.0000-47900 and then appropriate to Account No. 400.70.7310-54500-CIP. 50100.

To minimize the impact on the General Fund, the City will comprehensively analyze the CDBG fund. If any funding can be identified for the Teen Center Project, it will be allocated for this project once approved by the U.S. Department of Housing and Urban Development and the City Council.

### **Background:**

The Teen Center located at 4632 Orange Street has been closed to the public since 2000 due to water damage along the north and south walls. Originally built as a residential home in 1976, the Teen Center has housed other services prior to being deeded over to the City in 2006. Since City ownership in 2006, water has seeped into the walls over time along the joints between the roof and the wall, but the extent of the water damage was not discovered until the interior drywall was removed. During the Covid-19 pandemic, the Teen Center was closed, as were all other facilities. However,

because of the water damage, the Teen Center had to remain closed. Staff began to investigate the next steps to determine what it would take to reopen the facility.

Due to the magnitude of required repairs, the Public Works Department determined that professional Architect/Engineer (A-E) services would be needed to develop a plan to remedy these deficiencies. On October 14, 2022, a Request for Proposal (RFP) was advertised in the *Los Cerritos Newspaper*. On January 24, 2023, Dahlin Group, Inc. was awarded the design contract. Under this contract, the Dahlin Group provides design and construction support services to repair the Teen Center. The contract included project management; site inspection; preliminary engineering; final engineering; preparing plans, specifications, and estimates (PS&E); assisting with project advertisement; and providing construction support.

During the design process, several additional facility needs were identified as important to be remedied and incorporated into the project. These improvements include redesigning of existing restroom facilities to meet ADA standards, designing services to develop and present several color and material options for various floors, interior and exterior walls, ceilings, acoustic attenuation design in the main room, and to conduct environmental testing to determine if the facility had asbestos and/or mold. It was necessary to modify Agreement No. 23-2155 and increase the design budget to incorporate these items into the final design. On May 9, 2023, Amendment No. 1 to Agreement No. 23-2155 was approved by City Council.

**Discussion:**

On July 21, 2023, the Notice Inviting Bids (NIB) was advertised in the *Los Cerritos Newspaper*, posted on Planet Bids, and advertised through the City’s website. On August 16, 2023, three (3) bids were received via the City’s PlanetBids Project listing and opened by City staff for review.

The following is the bid summary:

| <b>Construction Company</b> | <b>Bid Amount</b> |
|-----------------------------|-------------------|
| Global Builders, Inc.       | Non-Responsive    |
| Kal Best Contractor, Inc.   | Non-Responsive    |
| MBC Enterprises, Inc.       | \$799,115.00      |

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 10, 2023  
 AWARD CONSTRUCTION CONTRACT TO MBC ENTERPRISE, INC. – TEEN  
 CENTER RENOVATION PROJECT (CIP NO. 50100)  
 Page 4 of 5

The revised total project budget for Fiscal Year 2023-24 is summarized as follows:

| <b>Project Funding by Source</b>    | <b>Design -<br/>CIP 50034</b> | <b>Construction -<br/>CIP 50010</b> | <b>Total</b>        |
|-------------------------------------|-------------------------------|-------------------------------------|---------------------|
| <b>Original Project Budget:</b>     |                               |                                     |                     |
| General Fund (Fund 100)             |                               | \$ 200,000                          | \$ 200,000          |
| CDBG (Fund 280)                     | \$ 107,476                    | \$ 320,601                          | \$ 428,077          |
| Capital Improvement Fund (Fund 400) | \$ 150,000                    | \$ -                                | \$ 150,000          |
| State Grants (Fund 699)             | \$ 92,088                     | \$ -                                | \$ 92,088           |
| <b>Total:</b>                       | <b>\$ 349,564</b>             | <b>\$ 520,601</b>                   | <b>\$ 870,165</b>   |
| <b>Revisions:</b>                   |                               |                                     |                     |
| CDBG (Fund 280)                     | \$ (28,211)                   | \$ 28,211                           | \$ -                |
| Capital Improvement Fund (Fund 400) | \$ (150,000)                  | \$ 150,000                          | \$ -                |
| State Grants (Fund 699)             | \$ (92,088)                   | \$ 92,088                           | \$ -                |
| General Fund (Fund 100)             |                               | \$ 161,789                          | \$ 161,789          |
| <b>Total:</b>                       | <b>\$ 79,265</b>              | <b>\$ 952,689</b>                   | <b>\$ 1,031,954</b> |
| <b>Revised Project Budget:</b>      |                               |                                     |                     |
| General Fund (Fund 100)             |                               | \$ 361,789                          | \$ 361,789          |
| CDBG (Fund 280)                     | \$ 79,265                     | \$ 348,812                          | \$ 428,077          |
| Capital Improvement Fund (Fund 400) | \$ -                          | \$ 150,000                          | \$ 150,000          |
| State Grants (Fund 699)             | \$ -                          | \$ 92,088                           | \$ 92,088           |
| <b>Total:</b>                       | <b>\$ 79,265</b>              | <b>\$ 952,689</b>                   | <b>\$ 1,031,954</b> |

| <b>Project Expenditures</b>                   | <b>Estimated Budget</b> |
|---|-------------------------|
| Design  | \$79,265                |
| Construction                                  | \$799,115               |
| Construction Contingencies (10%)              | \$79,912                |
| Construction Management & Inspection Services | \$50,000                |
| Project Management                            | \$23,662                |
| <b>TOTAL PROJECT EXPENDITURES:</b>            | <b>\$1,031,954</b>      |

Upon evaluation of the bids, it was discovered that Global Builders, Inc., and Kal Best Contractor, Inc.'s bid proposals did not include the required Declaration of Intent to Comply with the Section 3 Requirements form at the time of bid, deeming both Global Builders, Inc. and Kal Best Contractor, Inc.'s proposals non-responsive.

Subsequently, staff determined MBC Enterprises, Inc., to be the lowest responsive and responsible bidder. Staff has verified MBC Enterprises, Inc.'s references and found

their past performance on jobs of similar size and scope to be satisfactory. They performed related work for municipalities including, but not limited to Long Beach City College District, Santa Ana Unified School District, Long Beach Unified School District, Department of the Army, and Pittsburg Unified School District. Their bonds, insurance documents, and City business license will be submitted and reviewed upon award and their contractor's license is current.

The anticipated schedule for the project is as follows:

- Award Construction ..... October 2023
- Start Construction ..... November 2023
- Complete Construction .....December 2023/January 2024

Construction management and inspection services will be provided by the City's Engineering Division staff or on-call staff augmentation consultants from the Department of Public Works.

### **Conclusion:**

Staff recommends awarding a construction contract to MBC Enterprises, Inc., in a not-to-exceed \$799,115 and authorizing the City Manager to execute the contract (Enclosure 1) in a final form approved by the City Attorney. Additionally, staff recommends authorizing the City Manager or his designee to process change orders as needed in an amount not to exceed \$79,912 for project contingencies.

As additional funding is required to complete the project, staff also recommends transferring \$200,000 from the General Fund designated fund balance for the Teen Center Project to the CIP Fund and appropriating the amount to the project, transferring \$270,299 from the Teen Center Renovation Design Project to the Teen Center Renovation Construction Project, and transferring of \$161,789 from the General Fund designated fund balance for the Smith Park Aquatic Center Project to the CIP Fund and appropriating the amount to the Teen Center Renovation Construction Project.



Steve Carmona

SC:PY:MP

Enclosures: 1) Contract Agreement  
2) Bid Schedule

**CONSTRUCTION CONTRACT AGREEMENT**  
**BETWEEN THE CITY OF PICO RIVERA AND MBC ENTERPRISES, INC.**

SENIOR CENTER RESTROOMS ADA IMPROVEMENTS PROJECT  
(CIP NO. 50100)

THIS CONTRACT ("Contract") is made and entered this 5<sup>th</sup> day of October, 2023 ("Effective Date"), by and between the CITY OF PICO RIVERA, a California municipal corporation (the "CITY") and MBC Enterprises., a California corporation (the "CONTRACTOR"). The CONTRACTOR's California State CONTRACTOR's license number is 105671. The CONTRACTOR and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

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

1. Contract Documents. 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 this Contract and the Contract Documents, the more specific or stringent provision shall govern. CITY shall decide which document contains the more specific or stringent provision. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. 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 **Teen Center Renovation Project ("Work"); Project No. 50100** ("Project"), as more particularly described in the Contract Documents.

3. Compensation.

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 **Seven Hundred Ninety-Nine Thousand, One Hundred Fifteen Dollars and 00/100 Cents (\$799,115)** ("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 City Engineer.

3.2 Contingency Funding. The CONTRACTOR acknowledges and understands that the CITY has reserved contingency funds to be awarded to the CONTRACTOR in addition, and in an amount not-to-exceed 10% of the total Project amount, as needed, to the Compensation defined above if and only if all of the following conditions are met:

- 1) Upon inspection of the Project site, the CONTRACTOR, using its best and experienced judgment determines that the Project additional work; and
- 2) The CONTRACTOR submits in writing to the CITY work specifications and projected costs associated with the additional work; and
- 3) The CITY has an opportunity to review, comment, and request revisions and/or recommendations to such additional work; and
- 4) CITY approves the additional work and both Parties execute a binding "First Amendment" to this Contract for the purpose of awarding the CONTRACTOR additional funding from the CITY's approved Contingency Amount in an additional amount of up to, and including, ten percent (10%) of the total Project amount; and
- 5) The CONTRACTOR receives a written Notice to Proceed from the CITY specifically related to the additional work.

3.3 Payment Procedures. Based upon applications for payment submitted by the CONTRACTOR to the CITY, the CITY shall make payments to the CONTRACTOR in accordance with Section 9 of the Standard Specifications, as modified by Section 9 of the General Provisions.

3.3 Substitution of Securities. 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 Initial Notice to Proceed. 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 **60 Calendar 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 **20 Calendar 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
- 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 Notice to Proceed with Construction. 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 Liquidated Damages. The CONTRACTOR and the CITY have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Early Completion.

Not applicable.

7. Work after Stop Work Notice. 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. Antitrust Claims. 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. Prevailing Wages. The CITY and the CONTRACTOR acknowledge that the Project is a public work to which prevailing wages apply. The CITY has entered into the "Community Workforce Agreement" ("CWA") with the Los Angeles and Orange Counties Building and Construction Trades Council attached as Appendix III to the Bid Documents, which requires the payment of prevailing wages on general public works contracts of greater than \$250,000, and specialty contracts of greater than \$50,000, and certain labor compliance provisions. Specialty contracts are entered into between the CITY and specialty CONTRACTORS as defined in Business and Professions Code Section 7058, including Sections 832.02 through 832.62 of Title 16 of the California Code of Regulations. The CONTRACTOR awarded the Contract for the Work and all SubCONTRACTORS must agree to be bound by the CWA during performance of the Work. Each CONTRACTOR must submit a completed and executed Letter of Assent with its Bid Proposal; failure of a Bid Proposal to be accompanied by the CONTRACTOR's completed and executed Letter of Assent will render the Bid Proposal non-responsive and rejected. If awarded a contract, the successful CONTRACTOR shall comply with provisions of the CWA, including without limitation: (i) craft labor hiring practices; (ii) alternative dispute resolution procedures for Site grievances and jurisdictional disputes; and (iii) prevailing wage rate responsibilities. The

CWA shall not apply if the CITY receives funding or assistance from any Federal, State, local or other public entity for the construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that CITY not require, bidders, CONTRACTORS, subCONTRACTORS or other persons or entities to enter into an agreement with one or more labor organization or enter into an agreement that contains any of the terms of the CWA. 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. Workers' Compensation. 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. CONTRACTOR License. CONTRACTOR shall possess a California CONTRACTOR's license type for the performance of the Project.

11.2. Ineligible CONTRACTOR Prohibited. Any CONTRACTOR or sub-CONTRACTOR 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. Compliance with SB 854 Registration. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or sub-CONTRACTOR 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 sub-CONTRACTOR 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 California Code of Regulation, title 8, section 16451(d).

11.4. Trenches, Excavations and Unknown Conditions. Pursuant to California Public 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, it shall issue a change order per Section 3-3 of the General Provisions.

(c) In the event that a dispute arises between CITY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled completion date 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 Trench and Pipeline Safety. If this Contract is for more than \$25,000 and involves excavation of any trench five (5) 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 Utility Relocation. 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 Third Party Claims Notification. The CITY shall timely notify the CONTRACTOR in writing of any third party claims relating to the Contract.

11.8 Unfair Business Practices Claims. The CONTRACTOR or sub-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. 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 Day's Work. CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (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 sub-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

11.10 Hazardous Materials and Unknown Conditions. 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 sub-CONTRACTORS, 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 Code Sec. 1776 (Section 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 Section 1776, including the street address, CITY, and county, and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR has ten (10) calendar 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 Employment of Apprentices. Nothing in this Contract prevents CONTRACTOR or any sub-CONTRACTOR 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 sub-

CONTRACTORS 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 sub-CONTRACTORS 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.

12. Termination.

12.1. Termination for Convenience. The CITY may terminate this Contract, in whole or in part, with thirty (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 ninety (90) days' written notice to the CITY.

12.2 Termination for Default. 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 Waiver of Remedies for any Breach. 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. Community Workforce Agreement. CONTRACTOR acknowledges and agrees that CONTRACTOR and its SubCONTRACTORS of any tier each agree to comply with the terms and conditions of the Community Workforce Agreement ("CWA") executed between the CITY and the Los Angeles and Orange Counties Building and Construction Trades Council, attached hereto as part of the Contract Documents. CONTRACTOR must submit a completed and executed Letter of Assent.

14. 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.

15. 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.



To CONTRACTOR: Rudy Sultan, President  
MBC Enterprises, Inc.  
16601 Gothard St. Ste G.  
Huntington Beach, CA 92647

20. Prohibition Against Assignment. 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.

21. Counterparts. 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”  
CITY OF PICO RIVERA,  
a California municipal corporation

By: \_\_\_\_\_  
Steve Carmona, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Cynthia Ayala, City Clerk

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

“CONTRACTOR”  
MCE ENTERPRISES, INC.,  
a California corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Rudy Sultan, President

By: \_\_\_\_\_

PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED



**BID PROPOSAL****CITY OF PICO RIVERA**

YOUTH CENTER RENOVATION PROJECT ; PROJECT NO. 50034

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF PICO RIVERA:

The undersigned, as Bidder, declares that: (1) this Bid Proposal is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid Proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Pico Rivera to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid Proposal herein.

This Bid Proposal is made with the full knowledge of the kind, quantity, and quality of the materials and Work required and, if it is accepted by the City, the Bidder shall enter into a Contract and furnish the bonds, insurance, and other documents as required by the Contract Documents within ten calendar days after award of the Contract. The Bidder agrees that failure to execute and return the Contract, the required bonds, or requisite insurance certificates to the City within the ten (10) calendar day period shall be sufficient cause for the rescission of the award and forfeiture of the Bid Security to the City to the fullest extent permitted by law.

Accompanying this Bid Proposal is cash, a cashier's check, a certified check or a Bid Bond, or evidence of filing a verified electronic Bid Bond, in an amount equal to at least ten percent of the total Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within ten calendar days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

**CITY OF PICO RIVERA**

**BID SCHEDULE**

YOUTH CENTER RENOVATION PROJECT ; PROJECT NO. 50034

Bidder's Name: MBC ENTERPRISES INC.

Bidder's Address: 16601 GOTHARD ST STE G, HUNTINGTON BEACH CA 92647

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract, to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

**BID ITEMS:**

| <b>ITEM</b> | <b>CODE</b> | <b>DESCRIPTION<br/>WITH UNIT PRICE<br/>WRITTEN IN<br/>WORDS</b>                | <b>UNIT</b> | <b>ESTIMATED<br/>QUANTITY</b> | <b>UNIT<br/>PRICES</b> | <b>EXTENDED<br/>AMOUNT</b> |
|-------------|-------------|--|-------------|-------------------------------|------------------------|----------------------------|
| 1           |             | Youth Center<br>Renovation per the<br>Plans and<br>Specifications,<br>Complete | LS          | 1                             | \$ 799,115             | \$ 799,115                 |

TOTAL BID ITEMS AMOUNT: \$ 799,115  
**SEVEN HUNDRED NINETY NINE THOUSAND ONE**  
TOTAL BID ITEMS AMOUNT IN WORDS: HUNDRED FIFTEEN DOLLARS

\* Refer to Section 7-2.1 "Progress Payments for Lump Sum Items of Work" of the General Provisions

**NOTE:** Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities. (S) denotes a specialty item. (F) and (S) will be specified in the "Code" Column. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees. See also Section 7-2 of the General Provisions.

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License.

Number 1050671, Class A, B, which expires on 02/28/2025.

Signature: RUDY SULTAN  Title: PRESIDENT Date: 08/16/23

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- Completed and Signed Bid Schedule, including cover sheet (page B-1)
- Completed and Signed Contractor's Statement
- Completed References Form
- Completed Subcontractor Designation Form
- Completed, Signed and Notarized Bid Bond or Other Security Form
- Signed and Notarized Noncollusion Declaration Form
- Completed and Signed Addenda Acknowledgement Form
- Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder
- Completed and signed Community Workforce Agreement letter of assent from prime contractor on prime contractor's letterhead
- Completed and signed letter(s) of assent from subcontractor(s) on subcontractor's letterhead (optional at time of bid, but must be provided within 48 hours after award of subcontract or within 48 hours of start of work, whichever is soonest)
- Completed and signed Skilled and Trained Workforce Certification from prime contractor
- Department of Industrial Relations (DIR) Contractor Registration Number
- CDBG Certificate of Understanding and Authorization
- CDBG Worker's Compensation Certification
- CDBG Non-Segregated Facilities Certification
- CDBG Non-Collusion Declaration
- CDBG Certification Previous Contracts Subject to Equal Opportunity Clause
- CDBG Equal Employment Opportunity Commitment
- CDBG Certification Regarding Lobbying
- CDBG Declaration of Intent to Comply with Section 3
- CDBG Section 3 Business Concern Certification
- CDBG Notice of Section 3 Commitment
- CDBG Section 3 Income Certification (If not a Section 3 Business Concern)
- CDBG Past Performance Certification
- CDBG Federal Requirements Checklist

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

# CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name MBC ENTERPRISES INC.

Contracting Agency CITY OF PICO RIVERA Project Number: PR-P&R-011

This is to certify that the principal and the authorized payroll officer(s), listed below, have received and read and a copy of the **Federal Labor Standards Provisions (HUD-4010)** and a copy of the **Contractor's Guide to prevailing Wage Requirements for Federally-Assisted Construction Projects**, and that they understand the labor standards clauses pertaining to the above listed projects.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the **Statement of Compliance** forms which will accompany each weekly payroll report for contractor listed below during the duration of this project.

MBC ENTERPRISES INC.  
 Contractor  Subcontractor Business Name

1050671  
License Number

SANDY ASSI  
Payroll Officer Name (Print)

  
Payroll Officer (Signature)

\_\_\_\_\_  
Payroll Officer Name (Print)

\_\_\_\_\_  
Payroll Officer (Signature)

RUDY SULTAN  
Name of Person Authorized to Sign (Print)

  
(Authorized Signature)

PRESIDENT  
Title

08/16/2023  
Date

# EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

(03/31/17)

TO: TBD  
(Name of Labor Union, Workers Representative, etc)

TBD  
(Address)

Contractor Name: MBC ENTERPRISES INC.

Project Name: Youth Center Renovation

Project Number: PR-P&R-011

The Undersigned contractor holds a contract with TBD, involving funds provided by the U. S. Government, or a subcontract with a prime contractor holding such contract. Under the provisions included in the contract or subcontract for the above referenced project, and in accordance with Executive Order 11246, the undersigned contractor is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

The undersigned contractor shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability; and require affirmative action by prime contractors and subcontractors to employ, and advance in employment, qualified protected veterans and individuals with disabilities.

Copies of this notice will made available to worker representatives and be posted by the undersigned in conspicuous places available to employees or applicants for employment.

RUDY SULTAN  
(Print Name)

By:   
(Signature)

08/16/2023  
(Date)

PRESIDENT  
(Title)



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

**HUD FORM 4230A**

OMB Approval Number 2501-0011  
(Exp. 8/31/2022)

|   |   |
|---|---|
| <p>1. FROM (name and address of requesting agency)</p> <p style="text-align: center; font-size: 1.2em;">CITY OF PICO RIVERA</p> | <p>2. PROJECT NAME AND NUMBER</p> <p style="text-align: center; font-size: 1.2em;">YOUTH CENTER RENOVATION</p>  |
| <p>4. BRIEF DESCRIPTION OF PROJECT</p> <p style="text-align: center; font-size: 1.2em;">RENOVATION</p>                          | <p>3. LOCATION OF PROJECT (City, County and State)</p> <p style="text-align: center; font-size: 1.2em;">6016 Rosemead Blvd. Pico Rivera, CA 90660</p>   |
| <p>6. WAGE DECISION NO. (include modification number, if any)</p> <p><input type="checkbox"/> COPY ATTACHED</p>                 | <p>5. CHARACTER OF CONSTRUCTION</p> <p><input checked="" type="checkbox"/> Building      <input type="checkbox"/> Residential<br/> <input type="checkbox"/> Heavy            <input type="checkbox"/> Other (specify)<br/> <input type="checkbox"/> Highway</p> |
| <p>DATE of WAGE DECISION:</p>   | <p>7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):</p>   |

| 8. WORK CLASSIFICATION(S) | HOURLY WAGE RATES |                            |
|---------------------------|-------------------|----------------------------|
|                           | BASIC WAGE        | FRINGE BENEFIT(S) (if any) |
|                           |                   |                            |

|   |  |  |
|---|--|--|
| <p>9. PRIME CONTRACTOR (name, address)</p> <p>MBC ENTERPRISES INC.<br/>16601 GOTHARD ST STE G<br/>HUNTINGTON BEACH CA 92647</p> | <p>9a.</p> <p><input type="checkbox"/> Agree<br/><input type="checkbox"/> Disagree</p> | <p>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)</p> |
| <p>9b. SIGNATURE </p>   | <p>DATE<br/>08/16/23</p>   |  |

**Check All That Apply:**

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

**Check One:**

- Approved, meets all criteria. DOL confirmation requested.**
- One or more classifications fail to meet all criteria. DOL decision requested.**

|  |   |   |
|--|---|---|
| <p style="text-align: center;">_____<br/><b>Agency Representative</b><br/>(Typed name and signature)</p> | <p style="text-align: center;">_____<br/>Date</p> | <p><b>FOR HUD USE ONLY</b><br/>LR2000:</p> <p><b>Log in:</b></p> <p><b>Log out:</b></p> |
| <p>_____<br/>Phone Number</p>  |   |   |

## BIDDERS QUESTIONNAIRE FORM

Fill out all the following information and submit with Bid Proposal:

|  |  |               |                            |
|--|--|---------------|----------------------------|
| <b>Bidder/Contractor's Name:</b>   | MBC ENTERPRISES INC.   |               |                            |
| <b>Business Address:</b>   | 16601 GOTHARD ST STE G, HUNTINGTON BEACH CA  |               |                            |
| <b>Telephone Number:</b>   | 714-909-6558   | <b>Email:</b> | bidding@mbcenterprises.net |
| <b>California State Contractor's License Number and Class:</b>   | <b>#:</b> 1050671  |               | <b>Class:</b> A, B         |
|  |  |               |                            |
| <b>Tax Identification Number:</b>  | 20-4788923   |               |                            |
| <b>DIR Contractor Registration Number:</b>   | 1000064318   |               |                            |
| <b>UEI Number:</b>   |  |               |                            |
| <b>Business License: Do you currently have an active City Business License?</b>  | <input checked="" type="radio"/> YES #:  |               |                            |
|  | <input type="radio"/> NO   |               |                            |
| <b>Number of years of experience the company has as a contractor:</b>  | 14   |               |                            |
| <b>DIR Contractor Worker(s) Classification (s) (e.g. laborer, electrician, cement mason etc.)</b>  | GENERAL CONTRACTOR   |               |                            |
| <b>Has the company or any principal having an interest in this Bid ever failed to complete a project?</b>  | YES <input checked="" type="radio"/> NO  |               |                            |
|  | If yes, explain:   |               |                            |
| <b>Has the company or any principal having an interest in this Bid ever been terminated for cause, even if was converted to a "termination of convenience"</b> | YES <input checked="" type="radio"/> NO  |               |                            |
|  | If yes, explain:   |               |                            |
| <b>Type of Firm:</b>   | Individual      Partnership      Limited Liability Company<br><input checked="" type="checkbox"/> Corporation (State CA )      Other (specify) |               |                            |



- Minority Business Enterprise(MBE)
- Women Business Enterprise (WBE)
- Small Disadvantaged Business (SDB)
- Veteran Owned Business
- Disabled Veteran Owned Business
- None Apply

List at least three related projects completed in the last five (5) years:

1. Name of Project: ROOSEVELT WALKER ES UPGRADES

Contact: ALBERT BOLANOS

Phone: 714-480-5365

Location of Project (City/State): SANTA ANA, CA

Contact Amount: \$627,800

Date Completed: SEPT 2022

Brief Description of Work:  
CAMPUS IMPROVEMENTS

2. Name of Project: DRINKING FOUNTAIN REPLACEMENT PHASE 3

Contact: SHERRY TURNER

Phone: 562-997-7550

Location of Project (City/State): LONG BEACH, CA

Contact Amount: \$816,100

Date Completed: MAR 2023

Brief Description of Work:  
DRINKING FOUNTAIN UPGRADES IN 5 SCHOOLS (INT & EXT)

3. Name of Project: BLDG J STAGE REPLACEMENT

Contact: SOTA SUNLENG

Phone: 562-938-4843

Location of Project (City/State):

Contact Amount: \$379,133

Date Completed: NOV 2020

Brief Description of Work:  
DEMO & INSTALL NEW STAGE FLEX DANCE FLOOR SYSTEM

Surety Company that will provide all Insurance Requirements:

Name of Surety: CONSTRUCTION SERVICES GROUP

Address: 18100 VON KARMAN AVE, 10TH FLOOR, IRVINE CA 92612

Surety Company: ALLIANT INSURANCE SERVICES

# NON-SEGREGATED FACILITIES CERTIFICATION

## FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date: 08/16/2023

Project Number: PR-P&R-011

Company: MBC ENTERPRISES INC.

Address: 16601 GOTHARD ST STE G, HUNTINGTON BEACH CA 92647

By: RUDY SULTAN 

Title: PRESIDENT

**NON-COLLUSION DECLARATION**

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

The undersigned declares:


I am the PRESIDENT of MBC ENTERPRISES INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/16/23[date], at  [City], CA[state].  
HUNTINGTON BEACH

Bidder's Name (Printed): RUDY SULTAN

Bidder's Signature:   
(Same Signature as on Proposal)

Bidder's Title: PRESIDENT



**CERTIFICATION**  
**WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR**  
**SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND**  
**THE FILING OF REQUIRED REPORTS**

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 08/16/2023 Project Number: PR-P&R-011 Contract Award: \$ TBD

Awarding Agency: CITY OF PICO RIVERA

Contractor Name: MBC ENTERPRSES INC. Total Number of Employees 5

Affiliate Company: N/A

By: RUDY SULTAN 

Title: PRESIDENT

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**SF-100 (EEO-1) must be filed by;**

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:


(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

|  |   |
|--|---|
| * CONTRACTOR/SUBCONTRACTOR   |   |
| MBC ENTERPRISES INC.   |   |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE  |   |
| Prefix: <input type="text"/>   | * First Name: <input type="text" value="RUDY"/> Middle Name: <input type="text"/> |
| * Last Name: <input type="text" value="SULTAN"/>   | Suffix: <input type="text"/>  |
| * Title: <input type="text" value="PRESIDENT"/>  |   |
| * SIGNATURE:  | * DATE: <input type="text" value="08/16/2023"/>                                   |

## WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's 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.

Date: 08/16/2023 Project Number: \_\_\_\_\_

Project Name: YOUTH CENTER RENOVATION

Company Name: MBC ENTERPRISES INC.

Address: 16601 GOTHARD ST STE G, HUNTINGTON BEACH CA 92647

Print Name: RUDY SULTAN

Title: PRESIDENT

Signature:  \_\_\_\_\_



## DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

***I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.***

MBC ENTERPRISES INC.  
Name of Contractor/Subcontractor

16601 GOTHARD ST STE G  
HUNTINGTON BEACH CA 92647  
Address

RUDY SULTAN  
Print Name

PRESIDENT  
Title

  
Signature

08/16/2023  
Date

## SECTION 3 BUSINESS CONCERN CERTIFICATION

Business Name: MBC ENTERPRISES INC.

Address: 16601 GOTHARD ST STE G

City/State/Zip Code: HUNTINGTON BEACH CA 92647

Telephone Number: 714-909-6558 Email Address: bidding@mbcenterprises.net

This business is a Section 3 business concern based on one of the following categories, as documented:

- A. Business is 51% or more owned by low- or very low-income persons, (Attach a Section 3 Worker Certification(s) for each owner to this certification.)
- B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers, Provide the following information for the prior three-month period:
- Indicate total number of labor hours performed by Section 3 workers: \_\_\_\_\_ Hours
  - Indicate total number of labor hours performed by all workers: \_\_\_\_\_ Hours
  - Calculate the percentage of labor hours by Section 3 workers: \_\_\_\_\_ %
- (Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)
- C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. (Attach proof of public housing or Section 8-assisted housing residence.)
- D. The above-mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:  
Submit Notice of Section 3 Commitment Form

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

RUDY SULTAN  
Signature

PRESIDENT  
Title

08/16/2023  
Date

### TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

- 51% owned by low- or very low-income persons,  
 75% of labor hours performed by Section 3 workers, or  
 51% currently owned and controlled by public housing or Section 8-assisted housing residents.  
 None of the above.

Approved by: (Print Name) \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**SECTION 3 INCOME CERTIFICATION**

Printed on:

Effective Date:

**INSTRUCTIONS:** A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75. This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income". To complete this statement, fill in the blank fields below, then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

**BASIC INFORMATION:**

Last Name: TBD

First Name:

Address:

**ENTER/SELECT THE APPROPRIATE INFORMATION TO CONFIRM YOUR WORKER STATUS.**

- 1. Are you a resident of public housing or a housing choice Voucher Holder (Section 8)?  YES  NO
- 2. Are you a Youth Build participant?  YES  NO
- 3. Do you live within one mile of the Project?  YES  NO

**DEFINITION OF INCOME:**

**HUD 24 CFR Part 5**

*Low-income person* means individuals whose incomes do not exceed 80 percent of the median income for the area.

*Very low-income person* means individuals whose incomes do not exceed 50 percent of the median family income for the area.

To verify Income Limits by Area: <https://www.huduser.gov/portal/datasets/il.html#2021>

\*Please note that HUD updates income limits annually

In the field below, select the amount of individual (employee only) income you believe you earn on an annual basis.

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Less than \$20,000  | <input type="checkbox"/> \$35,001 – \$40,000 | <input type="checkbox"/> \$55,001 – \$60,000 |
| <input type="checkbox"/> \$20,001 – \$25,000 | <input type="checkbox"/> \$40,001 – \$45,000 | <input type="checkbox"/> \$60,001 – \$65,000 |
| <input type="checkbox"/> \$25,001 – \$30,000 | <input type="checkbox"/> \$45,001 – \$50,000 | <input type="checkbox"/> \$65,001 – \$70,000 |
| <input type="checkbox"/> \$30,001 – \$35,000 | <input type="checkbox"/> \$50,001 – \$55,000 | <input type="checkbox"/> More than \$70,000  |

**INCOME INFORMATION:**

Annual gross income (**Individual/ One Person**) = \$ \_\_\_\_\_

**IDENTIFY COUNTY:**

- Los Angeles County       Orange County       Riverside County       San Bernardino County

**CERTIFICATION**

**THIS SECTION MUST BE COMPLETED BY THE AUTHORIZED BUSINESS OWNER/AGENT**

The above-named person is: An applicant  A permanent full-time  A new hire/employee   
I certify that this person's annual gross income is/will be: \$ \_\_\_\_\_

This person's work Classification is: \_\_\_\_\_ Date of hire: \_\_\_\_\_

\_\_\_\_\_

*Business Name*      *Printed Name of Owner /Agent*      *Signature of Owner/Agent*      *Date*

\*EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

\_\_\_\_\_            \_\_\_\_\_

**RUDY SULTAN**      **Signature**      **08/16/2023**

**Printed Full Name**      **Date:**

**WARNING:** The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

**THIS SECTION MUST BE COMPLETED BY LABOR COMPLIANCE AGENCY**

**The above individual is** (Check the applicable statement below):

A *Section 3* worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- 2) The worker is employed by a Section 3 business concern.
- 3) The worker is a YouthBuild participant.

A *Targeted Section 3* worker who currently fits at least one of the following categories, as documented:

- 1) A worker employed by a Section 3 business concern; or
- 2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. Living within the service area or the neighborhood of the project.
  - b. A YouthBuild participant.

Not a Section 3 worker or Targeted Section 3 worker.

Initial: \_\_\_\_\_

## QUALITATIVE EFFORTS FOR CONTRACTORS

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.**

| Date of Outreach Effort | Address of Outreach Effort |
|-------------------------|----------------------------|
| TBD                     |                            |
|                         |                            |

- Provided training or apprenticeship opportunities.**

| Date of Training | Address of Training |
|------------------|---------------------|
| TBD              |                     |
|                  |                     |

- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).**

| Date of Technical Assistance | Address of Technical Assistance |
|------------------------------|---------------------------------|
| TBD                          |                                 |
|                              |                                 |

- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.**

| Date of Workers Assistance | Address of Workers Assistance |
|----------------------------|-------------------------------|
| TBD                        |                               |
|                            |                               |

- Held one or more job fairs.**

| Date of Job Fair | Address of Job Fair |
|------------------|---------------------|
| TBD              |                     |
|                  |                     |

- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).**

| Date of Referral | Type of Service Provided or Referred |
|------------------|--------------------------------------|
| TBD              |                                      |
|                  |                                      |

- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.**

| Date of Assistance | Type of Educational Assistance Provided |
|--------------------|---|
| TBD                |   |
|                    |   |

- Assisted Section 3 workers to obtain financial literacy training and/or coaching.**

| Date of Assistance | Type of Training/Coaching Provided |
|--------------------|------------------------------------|
| TBD                |                                    |
|                    |                                    |

- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.**

| Date of Outreach | Description of Outreach |
|------------------|-------------------------|
| TBD              |                         |
|                  |                         |

- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.**

| Date of Technical Assistance | Name of Business Concern |
|------------------------------|--------------------------|
| TBD                          |                          |
|                              |                          |

- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.**

| Name of Business Concern |
|--------------------------|
| TBD                      |
|                          |

- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.**

| Name of Business Concern | Description of Assistance |
|--------------------------|---------------------------|
| TBD                      |                           |
|                          |                           |

- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

| Date of Activity | Name of Business Registry |
|------------------|---------------------------|
| TBD              |                           |
|                  |                           |

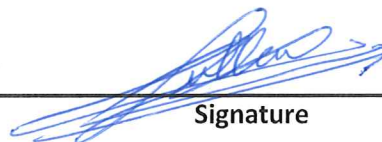
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.

| Date of Activity | Description of Activity |
|------------------|-------------------------|
| TBD              |                         |
|                  |                         |

- Other: TBD

| Date of Activity | Description of Activity |
|------------------|-------------------------|
| TBD              |                         |
|                  |                         |

MBC Enterprises Inc.  
Contractor/Subcontractor Name

  
Signature

08/16/2023  
Date:



## SECTION 3 ECONOMIC OPPORTUNITY REPORT

|  |   |                               |
|--|---|-------------------------------|
| 1. Recipient Name and Address<br>(Recipient, Sub-recipient, Contractor, Subcontractor) | 2. Project Number: (Contract/Award No.) | 3. Dollar Amount of Contract: |
|  | 4. Contact Person:                      | 5. Phone: (Include Area Code) |
|  | 6. Reporting Period:                    | 7. Date Report Submitted      |
|  | 8. Project Number:                      | 9. Federal EIN:               |

**Part I: Employment & Training Opportunities provided to low-income individuals** (Minimum Goal: 25% of Labor Hours)

| JOB CLASSIFICATION | TOTAL NEW HIRES | TOTAL SECTION 3 NEW HIRES | TOTAL TARGETED SECTION 3 NEW HIRES | TOTAL LABOR HOURS WORKED BY ALL WORKERS | TOTAL TARGETED/ SECTION 3 LABOR HOURS |
|--------------------|-----------------|---------------------------|------------------------------------|---|---------------------------------------|
| Professionals      |                 |                           |                                    |   | %                                     |
| Technicians        |                 |                           |                                    |   | %                                     |
| Office/Clerical    |                 |                           |                                    |   | %                                     |
| Trade:             |                 |                           |                                    |   | %                                     |
| Trade:             |                 |                           |                                    |   | %                                     |
| <b>TOTAL</b>       |                 |                           |                                    |   | %                                     |

**Part II: Subcontracts Awarded** (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

|   |  |  |               |
|---|--|--|---------------|
| <i>Number of Subcontracts awarded:</i>  |  | <i>Number of Section 3 Businesses Receiving Contracts:</i> |               |
| <b>Name of Qualified Business Concern</b>   | <b>Construction or Non-construction Contract</b> |  | <b>Amount</b> |
|   |  |  | \$            |
|   |  |  | \$            |
|   |  |  | \$            |
|   |  |  | \$            |
| Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns: |  |  | \$            |
| Dollar Amount of All Subcontracts:  |  |  | \$            |
| Percentage of the total dollar amount awarded to qualified Business Concerns:         |  |  | %             |

**Part III: Summary of the efforts that were made to generate economic opportunities**

Trained and/or Employed \_\_\_\_\_ low-income individuals equal to \_\_\_\_\_ (%) of the total labor hours. (Attach Resident Certifications and employee timecards)

Awarded a Subcontract to \_\_\_\_\_ qualified Business Concerns equal to \_\_\_\_\_ (%) of the contract amount. (Attach Business Certifications)

Attempted to recruit low-income individuals through:

- Advertised through local media, television, radio, newspaper (Attach copy of advertisement)
- Signs prominently displayed at the project site
- Contacts with community organizations
- Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)

Participated in a HUD program or other program which promotes the training or employment of low-income individuals

Participated in a HUD program or other program which promotes the award of contracts to Section 3 Qualified Business Concerns

Contacted agencies administering HUD Youth-Build programs. (Attach list)

Maintained a file of eligible, qualified low-income Residents and qualified Business Concerns for future employment.

OTHER - \_\_\_\_\_ (Attach supporting documentation)

## CDBG FEDERAL REQUIREMENTS CHECKLIST

Section 3 Rule: applies to projects with HUD assistance over \$200,000.

### I. Compliance

INITIAL: RS

- a. Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
- b. The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

- c. The SUBRECIPIENT further agrees to ensure that:
  - 1) Opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located;
  - 2) Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs;
  - 3) Where feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project should be awarded to businesses that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; and



- 4) Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- d. The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with the preceding subsection c.
  - e. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - f. Subcontracts. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by either HUD or the CITY. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## II. Federal Lobbying Requirements

INITIAL: RS

- v. Lobbying. The SUBRECIPIENT hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. This lobbying certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to

file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. The preceding subsection II.v.c. shall be in all award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

### III. Affirmative Action Requirements

INITIAL: RS

#### B. Affirmative Action

- i. Approved Plan. The SUBRECIPIENT agrees that it shall be committed to carrying out, pursuant to the CITY's specifications, Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The CITY shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- ii. Women- and Minority-Owned Businesses (W/MBE). The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- iii. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.



- v. Overcoming Effects of Prior Discrimination. In administering a program or activity funded in whole or in part with CDBG FUNDS regarding which the SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin or sex, the SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination, as and pursuant to applicable requirements of the CDBG REGS and other applicable federal laws and regulations.

Even in the absence of such prior discrimination, a SUBRECIPIENT administering a program or activity funded in whole or in part with CDBG FUNDS should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin or sex. Where previous discriminatory practice or usage tends, on the grounds of race, color, national origin, or sex, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, the SUBRECIPIENT has an obligation to take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.

A SUBRECIPIENT shall not be prohibited by this Section from taking any eligible action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.

#### IV. Conflict of Interest provisions

INITIAL: RS

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.
- d. SUBRECIPIENT agrees that no officer, employee, agent or assignee of CITY having direct or indirect control of any CDBG monies granted to the CITY, inclusive of the subject CDBG FUNDS, shall serve as an officer of SUBRECIPIENT. Further,

any conflict or potential conflict of interest of any officer of SUBRECIPIENT shall be fully disclosed in writing prior to the execution of this Agreement and said writing shall be attached and deemed fully incorporated as a part hereof.

e. Conflict of Interest in Procurement. In the procurement of supplies, equipment, construction, and services by SUBRECIPIENT, the conflict of interest provisions in 24 CFR 84.42 and 24 CFR 570.611 shall apply.

**V. Federal Labor Standards**

INITIAL: RS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

**VI. Equal Employment Opportunity Commitment**

INITIAL: RS

Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

## Contractor Information

**Legal Entity Name**  
MBC ENTERPRISES INC.

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000064318

**Registration effective date**  
7/27/2023

**Registration expiration date**  
6/30/2026

**Mailing Address**  
8631 UNIVERSE AVE WESTMINSTER 92683 CA ...

**Physical Address**  
8631 UNIVERSE AVE WESTMINSTER 92683 CA ...

**Email Address**

**Trade Name/DBA**

**License Number(s)**

CSLB:1050671

CSLB:1050671

## Registration History

| Effective Date | Expiration Date |
|----------------|-----------------|
|----------------|-----------------|

|           |           |
|-----------|-----------|
| 2/26/2019 | 6/30/2019 |
|-----------|-----------|

|           |           |
|-----------|-----------|
| 7/18/2019 | 6/30/2020 |
|-----------|-----------|

|          |           |
|----------|-----------|
| 7/1/2020 | 6/30/2023 |
|----------|-----------|

|           |           |
|-----------|-----------|
| 7/27/2023 | 6/30/2026 |
|-----------|-----------|

## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**

Rudy Sultan

**Vice President Name:**

Rudy Sultan

**Treasurer Name:**

Rudy Sultan

**Secretary Name:**

Rudy Sultan

**CEO Name:**

Rudy Sultan

**Agent of Service Name:**

RUDY SULTAN

**Agent of Service Mailing Address:**

8631 Universe Avenue, Westminster WESTMINSTER 92683 CA United States of America

# Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation insurance  
information below:

| PEO                 | PEO   | PEO   |
|---------------------|-------|-------|
| PEO InformationName | Phone | Email |
|                     |       |       |

Insured by Carrier

**Policy Holder Name:**MBC ENTERPRISES INC**Insurance Carrier:**

**State Compensation Insurance Fund****Policy Number:**9276610-2023**Inception date:**  
5/23/2023**Expiration Date:**5/23/2024



**ATTACHMENT A – LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor’s Letterhead]

City of Pico Rivera

1234 address

City, state, zip code

Attn: TBD


Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Pico Rivera Community Workforce Agreement effective TBD, 201  , as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [ RUDY SULTAN  ] Name and Title of Authorized Executive  
PRESIDENT

Contractor’s State License No: 1050671

Project Name: YOUTH CENTER RENOVATION



**APPENDIX II**

**SKILLED AND TRAINED WORKFORCE CERTIFICATION,  
COVER PAGE AND WORKSHEET**

**SKILLED AND TRAINED WORKFORCE CERTIFICATION**

The undersigned does hereby certify to the City Council of the City of Pico Rivera ("City") as follows:

That I am a representative of the Contractor currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of the Contractor.

That Contractor and its subcontractor at every tier will use a Skilled and Trained Workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code section 2600 et seq.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All the workers performing work in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.
2. The percentage of either (A) skilled journeyperson employed by the Contractor or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journey person employed by Contractor or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

| <b>Applicable Dates</b> | <b>% Requirement</b> | <b>Excluded Occupations</b>  |
|-------------------------|----------------------|--|
| 1/1/17 – 12/31/17       | 30%                  | Teamster – 0%  |
| 1/1/18 – 12/31/18       | 40%                  | Teamster – 0%  |
| 1/1/19 – 12/31/19       | 50%                  | At least 30% for each of the following trades:<br><br>Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or water proofer, stone mason, surveyor, teamster, terrazzo, worker or finisher, and tile layer, setter, or finisher |
| 1/1/20 – 12/31/19       | 60%                  |  |

Cal. Pub. Cont. Code § 2601 (d).



3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the graduation percentage requirements of set forth in above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

4. The Contractor or subcontractor need not meet the apprenticeship graduation requirement if:

- a. During the calendar month, the Contractor or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
- b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

5. The Contractor or its subcontractor will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- Using the form attached hereto, provide monthly reports to the District from the Contractor and its subcontractors demonstrating that they are complying with the requirements of the Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or
- Provide evidence that Contractor and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the City that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the City prior to January 1, 2017; or (3) a project labor agreement that binds all Contractors and its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date: 08/16/2023

Contractor: MBC ENTERPRISES INC.

Signature: 

Print Name: RUDY SULTAN

Title: PRESIDENT



BA20221111062



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20221111062

Date Filed: 11/10/2022

B1241-7170 11/10/2022 3:37 PM Received by California Secretary of State

|   |  |   |                 |
|---|--|---|-----------------|
| Entity Details                                      |  |   |                 |
| Corporation Name                                    | MBC ENTERPRISES, INC.                                      |   |                 |
| Entity No.  | 2873390  |   |                 |
| Formed In   | CALIFORNIA   |   |                 |
| Street Address of Principal Office of Corporation   |  |   |                 |
| Principal Address                                   | 16601 GOTHARD ST<br>SUITE G<br>HUNTINGTON BEACH, CA 92647  |   |                 |
| Mailing Address of Corporation                      |  |   |                 |
| Mailing Address                                     | 16601 GOTHARD ST.<br>SUITE G<br>HUNTINGTON BEACH, CA 92647 |   |                 |
| Attention   | Rudy Sultan  |   |                 |
| Street Address of California Office of Corporation  |  |   |                 |
| Street Address of California Office                 | 16601 GOTHARD ST.<br>SUITE G<br>HUNTINGTON BEACH, CA 92647 |   |                 |
| Officers  |  |   |                 |
| Officer Name  | Officer Address  | Position(s)   |                 |
| RUDY SULTAN   | 8631 UNIVERSE AVENUE<br>WESTMINSTER, CA 92683              | Chief Executive Officer, Secretary, Chief Financial Officer |                 |
| Additional Officers                                 |  |   |                 |
| Officer Name  | Officer Address  | Position  | Stated Position |
| None Entered  |  |   |                 |
| Directors   |  |   |                 |
| Director Name                                       | Director Address   |   |                 |
| Rudy Sultan   | 8631 Universe Avenue<br>Westminster, CA 92683              |   |                 |
| The number of vacancies on Board of Directors is: 0 |  |   |                 |
| Agent for Service of Process                        |  |   |                 |
| Agent Name  | RUDY SULTAN  |   |                 |
| Agent Address                                       | 8631 UNIVERSE AVENUE<br>WESTMINSTER, CA 92683              |   |                 |
| Type of Business                                    |  |   |                 |
| Type of Business                                    | MBC ENTERPRISES INC.                                       |   |                 |
| Email Notifications                                 |  |   |                 |
| Opt-in Email Notifications                          | Yes, I opt-in to receive entity notifications via email.   |   |                 |
| Labor Judgment                                      |  |   |                 |

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

*Rudy Sultan*

*11/10/2022*

Signature

Date



**ATTACHMENT A – LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor’s Letterhead]  
City of Pico Rivera  
1234 address  
City, state, zip code  
Attn: TBD

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Pico Rivera Community Workforce Agreement effective TBD, 201  , as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company] 

By: [ RUEY SULTAN ] Name and Title of Authorized Executive  
PRESIDENT

Contractor’s State License No: 1050671

Project Name: YOUTH CENTER RENOVATION

**GOOD OF THE ORDER**

| <b>COUNCIL MEETING DATE</b> | <b>COUNCIL MEMBER</b> | <b>REQUEST</b>                       | <b>DETAIL</b>                   | <b>DIRECTOR(S)</b> | <b>ACTION TAKEN: Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action</b> | <b>DISCUSSION ITEM</b> | <b>ACTION ITEM DATE</b> | <b>STATUS: Complete; Pending; On-going; In-Progress</b> |
|-----------------------------|-----------------------|--------------------------------------|---------------------------------|--------------------|---|------------------------|-------------------------|---|
| <b>1/24/2023</b>            | Lara/Garcia           | Safe Pathways to School              | Discuss with ERUSD Boardmembers |                    | Ad Hoc Committee  |                        |                         |   |
| <b>2/14/2023</b>            | Garcia/Sanchez        | Establishing Safe Spaces for kids    | Take to City Council            | P. Yugar           |   | 2/14/2023              | 8/8/2023                | In-Progress   |
| <b>5/9/2023</b>             | Camacho/Garcia        | Commercial Property Maintenance Ord. | Take to City Council            | A. Betancourt      |   |                        |                         |   |